

Pachulski Stang Ziehl & Jones LLP  
Highland Capital Management LP  
36027 - 00002

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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
05/17/2021	JAM	BL	Review/revise objection to Dondero motion to compel (2.0); e-mails with J. Pomerantz, G. Demo, H. Winograd, Z. Annable re: draft objection to Dondero motion to compel (0.2); draft JAM declaration in support of Debtor's objection to Dondero motion to compel (0.7); e-mails with G. Demo, H. Winograd, L. Canty, Z. Annable re: exhibits to JAM declaration (0.2).	3.10	1245.00	\$3,859.50
05/17/2021	LSC	BL	Conduct research in connection with motion to withdraw the reference for G. Demo.	0.60	460.00	\$276.00
05/17/2021	LSC	BL	Assist with preparation of exhibits in connection with Debtor's Objection to Motion to Compel Deposition Testimony of James P. Seery, Jr.	0.40	460.00	\$184.00
05/17/2021	GVD	BL	Review response to motion to compel	0.30	950.00	\$285.00
05/17/2021	GVD	BL	Prepare for argument on motions to withdraw the reference	0.80	950.00	\$760.00

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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
05/18/2021	GVD	BL	Prepare for argument re motion to withdraw the reference	4.90	950.00	\$4,655.00
05/18/2021	HRW	BL	Gather general discovery in notes litigations (0.5); Review discovery demands in notes litigation (0.3); Call with J. Morris re: general discovery for notes litigation (0.1); Call with J. Donahue re: general discovery for notes litigation (0.3).	1.20	695.00	\$834.00
05/19/2021	IDK	BL	Attend conference call with J Pomerantz, others on	1.20	1325.00	\$1,590.00

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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
			presentation of opposition argument to motions to withdraw the reference (1.2)			
05/19/2021	JNP	BL	Participate on zoom hearing prep for motions to withdraw the reference with Gregory V. Demo, John A. Morris and Ira D. Kharasch.	1.20	1295.00	\$1,554.00

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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
05/19/2021	GVD	BL	Attend conference with PSZJ working team re preparation for argument on motion to withdraw reference	1.20	950.00	\$1,140.00
05/19/2021	GVD	BL	Prepare for argument on motion to withdraw the reference	3.10	950.00	\$2,945.00
05/19/2021	HRW	BL	Send amended discovery R&Os to opposing counsel for NPA requests in notes litigation (0.1); Call with J. Morris and C. Mackle re: document production to Dondero's first Set of requests in notes litigation (0.3); Send production to Dondero's counsel in response to first set of requests in notes litigation (0.1).	0.50	695.00	\$347.50
05/19/2021	HRW	BL	Prepare and review document production to Dondero's first Set of requests in notes litigation (2.2).	2.20	695.00	\$1,529.00



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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
05/20/2021	JNP	BL	Participate in hearing on motion to compel J. Seery testimony.	1.10	1295.00	\$1,424.50
05/20/2021	JNP	BL	Emails to and from J. Seery and Gregory V. Demo regarding Latham communications with DSI.	0.10	1295.00	\$129.50
05/20/2021	JNP	BL	Emails to and from John A. Morris regarding U. S. Trustee inquiry.	0.10	1295.00	\$129.50
05/20/2021	JAM	BL	Preparing for hearing on Dondero's motion to compel (0.3); court conference on Dondero's motion to compel (1.1).	1.40	1245.00	\$1,743.00
05/20/2021	GVD	BL	Attend hearing re motion to compel	1.10	950.00	\$1,045.00

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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
05/20/2021	JE	BL	Work on reply brief (11.0); review motion to amend complaint (.4); call with Mr. Morris regarding briefing (.3); research judgment issues (1.4).	13.10	1195.00	\$15,654.50
05/21/2021	JMF	BL	Review replies re contempt and reference withdrawal motions.	0.40	1050.00	\$420.00
05/21/2021	JAM	BL	Finalize responses and objections to Dondero's second set of document requests (0.1); e-mail to Dondero's counsel re: R&Os to second set of document requests (0.1).	0.20	1245.00	\$249.00
05/21/2021	GVD	BL	Prepare witness and exhibit list re notes litigation	0.60	950.00	\$570.00

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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
05/22/2021	JNP	BL	Review motion to compel testimony of former employees.	0.20	1295.00	\$259.00
05/22/2021	GVD	BL	Conference with J. Morris, J. Seery, and HCMLP team re HCMFA affirmative defense	1.10	950.00	\$1,045.00
05/22/2021	GVD	BL	Review motions for leave to amend	0.20	950.00	\$190.00
05/22/2021	HRW	BL	Review HCMFA motion to amend answer (0.5).	0.50	695.00	\$347.50
05/23/2021	JNP	BL	Emails to and from D. Rukavina regarding Sauter subpoena in connection with reference motion.	0.20	1295.00	\$259.00

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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
05/23/2021	JAM	BL	Prepare Subpoena for DC Sauter (notes litigation) for hearing on motion to withdraw reference (0.3); e-mail to J. Seery, T. Surgent, D. Klos, J. Pomerantz, G. Demo, H. Winograd re: strategy, hearing on motion to withdraw reference (0.3); telephone conference with J. Seery, G. Demo re: prepare for deposition (Dondero notes litigation) (1.1); e-mail to H. Winograd, J. Pomerantz, I. Kharasch, G. Demo re: motion for summary judgment, opposition to motions to amend (0.7); communications with G. Demo re: potential exhibits for amended W&E list (0.2); e-mails with B. Levine re: Dondero summary judgment motion (0.1); telephone conference with H. Winograd re: Dondero summary judgment motion (0.1); telephone conference with G. Demo re: documents/exhibit list/facts re: motion to withdraw the reference (1.1); revise Sauter subpoena (0.1); e-mails with Z. Annable re: Sauter subpoena (0.3); amend Sauter subpoena (0.1); e-mails with D. Rukavina, J. Pomerantz re: Sauter subpoena (0.3).	4.70	1245.00	\$5,851.50
05/23/2021	LSC	BL	Preparation of amended exhibit lists (3) and exhibits for 5/25/21 hearing, including redactions to certain exhibits.	5.60	460.00	\$2,576.00
05/23/2021	GVD	BL	Conference with J. Morris re motion to withdraw reference	0.10	950.00	\$95.00
05/23/2021	GVD	BL	Conference with J. Seery and J. Morris re depo prep for notes litigation	1.20	950.00	\$1,140.00
05/23/2021	GVD	BL	Conference with J. Morris re evidentiary issues for motion to withdraw the reference	1.10	950.00	\$1,045.00
05/23/2021	GVD	BL	Prepare for hearing on motion to withdraw the reference	2.90	950.00	\$2,755.00

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05/24/2021	IDK	BL	Attend conference call re notes collection issues (.3).	0.30	1325.00	\$397.50
05/24/2021	JNP	BL	Review and comment on Gregory V. Demo outline on motion to withdraw reference argument.	0.50	1295.00	\$647.50
05/24/2021	JNP	BL	Conference with Gregory V. Demo, Ira D. Kharasch and John A. Morris regarding hearing on motion to withdraw reference.	0.60	1295.00	\$777.00
05/24/2021	JNP	BL	Conference with PSZJ team regarding update on notes litigation.	0.30	1295.00	\$388.50
05/24/2021	JNP	BL	Conference with John A. Morris regarding proposal regarding depositions in notes litigation.	0.10	1295.00	\$129.50

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05/24/2021	RJF	BL	Internal call regarding notes litigation.	0.30	1395.00	\$418.50
05/24/2021	JMF	BL	Review litigation summary (.3); status call re same (.3).	0.60	1050.00	\$630.00
05/24/2021	JMF	BL	Status call re issues in notes payable litigation.	0.30	1050.00	\$315.00
05/24/2021	JMF	BL	Review motion to amend answer re notes litigation.	0.30	1050.00	\$315.00
05/24/2021	JAM	BL	Tel c. w/ J. Dubel re: motions to amend and withdraw the reference (0.4); prepare for Seery deposition (0.3); tel c. w/ G. Demo re: hearing on motion to withdraw the reference (0.2); tel c. w/ J. Seery re: deposition (0.1); review/revise exhibit list for hearing on motion to withdraw the reference (0.2); prepare for hearing on withdrawal of the reference (0.7); communications w/ J. Pomerantz, G. Demo re: debtor's schedules and Advisor's notes (0.2); Seery deposition (Dondero notes litigation) (2.7); tel c. w/ J. Seery, G. Demo re: deposition and hearing (0.4); tel c. w/ J. Pomerantz, I. Kharasch, G. Demo re: hearing on motion to withdraw the	7.00	1245.00	\$8,715.00



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			reference (0.6); tel c. w/ J. Pomerantz re: hearing (0.2); tel c. w/ J. Pomerantz re: e-mails with D. Rukavina concerning motion to amend/motion to withdraw reference (0.1); e-mails w/ D. Rukavina, J. Pomerantz re: motion to amend/Sauter subpoena/motion to withdraw the reference (0.4); e-mail to J. Seery re: deposition transcript (0.1); e-mail to J. Seery, J. Pomerantz, G. Demo, H. Winograd re: Klos deposition (0.1); e-mails w/ M. Aigen, J. Seery, T. Surgent, D. Klos re: discovery in Dondero notes litigation (0.3)			
05/24/2021	GVD	BL	Prepare for hearing on motion to withdraw the reference	5.80	950.00	\$5,510.00
05/24/2021	GVD	BL	Attend deposition of J. Seery re Dondero note litigation	2.60	950.00	\$2,470.00
05/24/2021	GVD	BL	Conference with J. Seery and J. Morris re follow up to Seery deposition	0.30	950.00	\$285.00
05/24/2021	GVD	BL	Conference with PSZJ re status of note litigation and motion to withdraw the reference	0.60	950.00	\$570.00
05/24/2021	GVD	BL	Attend PSZJ status conference on notes litigation	0.30	950.00	\$285.00

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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
05/25/2021	JNP	BL	Participate on hearing regarding motions to withdraw reference.	2.80	1295.00	\$3,626.00
05/25/2021	JNP	BL	Conference with J. Seery and John A. Morris after hearing on motion to withdraw reference.	0.40	1295.00	\$518.00
05/25/2021	JNP	BL	Emails regarding answer date and response.	0.10	1295.00	\$129.50



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05/25/2021	JAM	BL	Prepare Notice of Service of Subpoena (NexBank) (0.2); e-mail to Z. Annable, G. Demo, H. Winograd re: Notice of Service of Subpoena (NexBank) (0.1); prepare Notice of Service of Subpoena (Advisors) (0.1); e-mail to Z. Annable, G. Demo, H. Winograd re: Notice of Service of Subpoena (Advisors) (0.1); meet and confer call w/ L. Phillips, M. Sbaiti re: document requests (0.5)	1.00	1245.00	\$1,245.00
05/25/2021	JAM	BL	Tel c. w/ G. Demo re: withdrawal of the reference hearing (0.1); prepare for withdrawal of the reference hearing (0.4); work on summary judgment against Dondero (notes litigation) (0.7); hearing on withdrawal of the reference (2.2); tel c. w/ J. Pomerantz re: hearing (0.1); tel c. w/ J. Seery, J. Dubel, J. Pomerantz, G. Demo re: hearing (0.4); telc . w/ G. Demo re: hearing, document production and related matters (0.3); e-mails w/ D. Klos, G. Demo re: document production (0.2); e-mails to L. Canty re: document production (Dondero notes litigation) (0.3); e-mails to Dondero's counsel re: document production (0.1)	4.80	1245.00	\$5,976.00
05/25/2021	LSC	BL	Prepare for and assist at hearing on motions to stay and status conference re motion to withdraw the reference.	2.30	460.00	\$1,058.00

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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
05/26/2021	JAM	BL	Tel c. w/ D. Rukavina re: discovery concerning Advisors (notes litigation) (0.1); e-mails w/ D. Rukavina re: discovery concerning Advisors (notes litigation) (0.1); prepare for Dondero deposition (notes litigation) (3.0); e-mail to L. Canty re: exhibits for use in Dondero deposition (0.7); prepare written responses to Advisor's discovery requests (notes litigation) (2.4); review/revise written responses to Dondero's Third Set of Discovery Demands (0.7); e-mail to T. Surgent, D. Klos, G. Demo, H. Winograd re: written responses to Advisor's discovery requests (notes litigation) (0.2)	7.20	1245.00	\$8,964.00
05/26/2021	LSC	BL	Preparation of exhibits and materials in connection with J. Dondero's 5/28/21 deposition (Notes Litigation).	3.20	460.00	\$1,472.00

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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
05/28/2021	JNP	BL	Conference with John A. Morris regarding Dondero deposition on note litigation.	0.10	1295.00	\$129.50
05/28/2021	JAM	BL	Prepare for Dondero deposition (3.5); Dondero deposition (4.6); tel c. w/ J. Pomerantz re: Dondero deposition (0.1); tel c. w/ J. Seery re: Dondero deposition (0.3); e-mails w/ J. Seery, H. Winograd re: written responses to Advisor's discovery requests (0.2); e-mail to Bonds Ellis, J. Pomerantz, G. Demo, H. Winograd re: proposed order on stay (0.1)	8.80	1245.00	\$10,956.00
05/28/2021	LSC	BL	Preparation for and assist at deposition of Jim Dondero (notes litigation)	5.50	460.00	\$2,530.00
05/28/2021	GVD	BL	Conference with J. Morris and J. Seery re Dondero deposition and next steps	0.20	950.00	\$190.00
05/28/2021	GVD	BL	Attend Dondero Deposition (partial)	1.60	950.00	\$1,520.00



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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
05/28/2021	HRW	BL	Prepare responses and objections to HCMFA discovery in notes litigation (0.4)	0.40	695.00	\$278.00
05/28/2021	HRW	BL	Deposition of Dondero in connection with notes litigation (3.5)	3.50	695.00	\$2,432.50
05/28/2021	HRW	BL	Review production for NPA discovery requests in notes litigation (0.3)	0.30	695.00	\$208.50
05/29/2021	JAM	BL	E-mails to Counsel re: Zoom instructions for Tuesday's depositions (0.2); review Dondero written responses to discovery (0.2); e-mail to B. Assink, C. Taylor, J. Pomerantz, G. Demo, H. Winograd re: Dondero's written responses to discovery (0.2)	0.60	1245.00	\$747.00
05/29/2021	JAM	BL	Review HCMFA's second request for discovery (0.2); e-mails w/ T. Sargent, D. Klos, G. Demo, H. Winograd re: HCMFA's second request for discovery (0.1); review Dondero expert report (0.3); e-mails w/ J. Pomerantz, G. Demo, H. Winograd re: Dondero's expert report (0.2); draft written responses to HCRE's document requests, interrogatories, and requests for admission (3.1); e-mail to G. Demo, H. Winograd re: draft written responses to HCRE's document requests, interrogatories, and requests for admission (0.1); tel c. w/ H. Winograd re: opposition to HCRE/Services motion for leave to serve amended complaint and cross-motion for summary judgment (0.4)	4.40	1245.00	\$5,478.00

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			[REDACTED]			
05/29/2021	HRW	BL	Draft opposition to HCRE and HCMS motions for leave to amend answer in notes litigation (2.0)	2.00	695.00	\$1,390.00
05/29/2021	HRW	BL	Call with J. Morris re: opposition to HCRE and HCMS motions for leave to amend answer in notes litigation (0.3)	0.30	695.00	\$208.50
			[REDACTED]			
05/30/2021	JAM	BL	Review documents (1.9); tel c. w/ G. Demo re: document review/facts (1.1); e-mails w/ G. Demo re: facts (0.3); tel c. w/ G. Demo re: document review/facts (0.6); prepare for depositions (0.8)	4.70	1245.00	\$5,851.50
			[REDACTED]			
			[REDACTED]			
			[REDACTED]			
05/30/2021	GVD	BL	Conference with J. Morris re deposition preparation	0.60	950.00	\$570.00
			[REDACTED]			
05/30/2021	HRW	BL	Draft opposition to HCRE and HCMS motions for leave to amend answer in notes litigation (3.5)	3.50	695.00	\$2,432.50
			[REDACTED]			
05/31/2021	JAM	BL	Analyze G. Scott prior deposition transcript (2.4); analysis of use of Scott transcript, and e-mail to J. Pomerantz, G. Demo, H. Winograd concerning the same (0.6); prepare for Dondero and Scott depositions (6.4); e-mails w/ L. Canty re: deposition exhibits (0.2); tel c. w/ G. Demo, C. Wilkins re: potential conflicts (0.2); [REDACTED]	10.40	1245.00	\$12,948.00
			[REDACTED]			
05/31/2021	JAM	BL	Review/revise discovery requests for HCRE (notes litigation (0.4); e-mail to L. Drawhorn, G. Demo, H. Winograd, J. Rudd re: discovery requests for HCRE (notes litigation) (0.1); tel c. w/ H. Winograd re: status of brief for opposition to motion to amend (0.2)	0.70	1245.00	\$871.50



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## **EXHIBIT 175**

**Pachulski Stang Ziehl & Jones LLP**

10100 Santa Monica Blvd.  
13th Floor  
Los Angeles, CA 90067

Board of Directors  
Highland Capital Management LP  
300 Crescent Court ste. 700  
Dallas, TX 75201

June 30, 2021  
Invoice 128195  
Client 36027  
Matter 00002  
**JNP**

RE: Postpetition

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**STATEMENT OF PROFESSIONAL SERVICES RENDERED THROUGH 06/30/2021**

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

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D-CNL001044  
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			Demo, H. Winograd re: comments to draft objection to HCMS motion for leave to amend answer (0.1); tel c. w/ J. Dubel re: expert report (0.1); tel c. w/ H. Winograd re: objections to HCRE and HCMS motions for leave to amend answer (0.1); review/revise objections to HCRE and HCMS motions for leave to amend answer (0.2); e-mails w/ G. Demo, H. Winograd, D. Klos, K. Hendrix, J. Donohue re: partial payment/performance by HCRE and HCMS (0.1); communications w/ H. Winograd, Z. Annable re: finalizing and filing objections to HCRE and HCMS motions for leave to amend answer (0.2)			
06/01/2021	LSC	BL	Draft declarations in support of oppositions to HCMS and HCRE motions to amend (1.1); assist with revising and finalizing of oppositions to HCMS and HCRE motions to amend (1.3); revise and finalize exhibits (.5).	2.90	460.00	\$1,334.00
06/01/2021	GVD	BL	Review and revise motion for leave to amend HCRE and HCMS answers	2.00	950.00	\$1,900.00
06/01/2021	HRW	BL	Draft opposition to HCRE and HCMS motions for leave to amend answer in notes litigation (12.5)	12.50	695.00	\$8,687.50
06/02/2021	JMF	BL	Review responses to motions for leave to amend answer.	0.40	1050.00	\$420.00

D-CNL001046  
Appx. 02819

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06/02/2021	HRW	BL	Review documents produced in Dondero notes litigation (0.1)	0.10	695.00	\$69.50
06/03/2021	JAM	BL	E-mail to L. Drawhorn, J. Rudd, J. Pomerantz, G. Demo re: motion to withdraw the reference and related matters (0.3); e-mails w/ M. Aigen, Dondero's other counsel, J. Pomerantz, G. Demo, H. Winograd re: scheduling of expert depositions (0.1); prepare notices of deposition for Nancy Dondero and Dondero's expert witnesses and send to Z. Annable, H. Winograd (0.2); review HCRE/HCMS motions (0.3)	0.90	1245.00	\$1,120.50
06/03/2021	LSC	BL	Review documents, redact, and prepare NexPoint document production (and address numerous issues with).	8.20	460.00	\$3,772.00
06/03/2021	GVD	BL	Correspondence with J. Donohue re demand letters on notes	0.20	950.00	\$190.00
06/03/2021	GVD	BL	Correspondence with J. Morris re HCRE/HCMS motions for leave to amend	0.20	950.00	\$190.00



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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
06/08/2021	HRW	BL	Communications with DSI re: HCMS discovery (0.3)	0.30	695.00	\$208.50
06/08/2021	HRW	BL	Draft R&Os to HCMS discovery (1.5)	1.50	695.00	\$1,042.50
06/08/2021	HRW	BL	Draft search terms for HCMS document production (1.0)	1.00	695.00	\$695.00
06/09/2021	JNP	BL	Review of motion to amend answer.	0.10	1295.00	\$129.50
06/09/2021	JNP	BL	Review motion to modify answer and emails regarding same.	0.20	1295.00	\$259.00
06/09/2021	JMF	BL	Review motion for leave to amend answer.	0.30	1050.00	\$315.00

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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
06/09/2021	JAM	BL	Review/revise R&Os to HCMS's discovery requests (0.7); e-mails with H. Winograd re: R&Os to HCMS's discovery requests (0.1).	0.80	1245.00	\$996.00
06/09/2021	LSC	BL	Preparation of document production to HCMS, including redaction of certain documents, and correspondence with H. Winograd regarding the same.	5.70	460.00	\$2,622.00
06/09/2021	HRW	BL	Draft R&Os for HCMS discovery demands (4.3)	4.30	695.00	\$2,988.50
06/09/2021	HRW	BL	Communicate with L. Cauty re: HCMS document production (0.7)	0.70	695.00	\$486.50
06/09/2021	HRW	BL	Organize and review document production for HCMS (1.3)	1.30	695.00	\$903.50
06/09/2021	HRW	BL	Send HCMS productions in response to document requests (0.2)	0.20	695.00	\$139.00
06/09/2021	HRW	BL	Communicate with client re: R&OS to HCMS discovery and verification (0.2)	0.20	695.00	\$139.00
06/10/2021	IDK	BL	Office conference with J Morris re upcoming hearing this morning on notes litigation and presentation.	0.30	1325.00	\$397.50



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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]0
06/10/2021	JNP	BL	Participation in hearing on motion to amend answer.	1.50	1295.00	\$1,942.50
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
06/10/2021	JAM	BL	Prepare for hearing on HCRE and HCMS motion for leave to amend (2.3); court hearing on HCRE and HCMS motion for leave to amend (0.8); telephone	3.30	1245.00	\$4,108.50

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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
			conference with H. Winograd re: subpoena for PwC (0.1); telephone conference with D. Klos re: subpoena for PwC (0.1).			
06/10/2021	LSC	BL	Research in connection with subpoena and correspondence with H. Winograd regarding the same.	0.90	460.00	\$414.00
06/10/2021	LSC	BL	Prepare for and assist at hearing on motion to amend.	3.00	460.00	\$1,380.00
06/10/2021	GVD	BL	Attend hearing on motion to amend notes	2.50	950.00	\$2,375.00
06/10/2021	HRW	BL	Call with J. Morris re: PwC subpoenas (0.1)	0.10	695.00	\$69.50
06/10/2021	HRW	BL	Call with G. Demo re: HCMFA motion to amend (0.1)	0.10	695.00	\$69.50
06/10/2021	HRW	BL	Review HCMFA motion to amend (1.2)	1.20	695.00	\$834.00
06/10/2021	HRW	BL	Draft opposition to HMCFA motion to amend (0.6)	0.60	695.00	\$417.00
06/10/2021	HRW	BL	Draft document and deposition subpoenas for PwC (2.6)	2.60	695.00	\$1,807.00
06/10/2021	HRW	BL	Call with L. Canty re: PwC subpoenas (0.1)	0.10	695.00	\$69.50
06/10/2021	HRW	BL	Hearing on HCRE/HCMS motion to amend answer (1.0)	1.00	695.00	\$695.00

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06/11/2021	JNP	BL	Review emails regarding consolidation of notes litigation.	0.10	1295.00	\$129.50
06/11/2021	JNP	BL	Review of response to motion to quash.	0.10	1295.00	\$129.50
06/11/2021	JNP	BL	Conference with J. Seery, Robert J. Feinstein and Gregory V. Demo regarding status of Sentinel matters and next steps.	0.50	1295.00	\$647.50
06/11/2021	GVD	BL	Conference with J. Morris and H. Winograd re status of HCMFA amended answer	0.50	950.00	\$475.00
06/11/2021	GVD	BL	Correspondence with D. Rukavina re amendments to notes litigation	0.20	950.00	\$190.00
06/11/2021	HRW	BL	Draft subpoenas and ancillary documents for PwC in connection with HCMS notes litigation (1.6)	1.60	695.00	\$1,112.00
06/11/2021	HRW	BL	Send PwC subpoena to representative of PwC for HCMS notes litigation (0.2)	0.20	695.00	\$139.00
06/11/2021	HRW	BL	Communicate with local counsel and J. Morris re: subpoenas for PwC for HCMS notes litigation (0.6)	0.60	695.00	\$417.00
06/11/2021	HRW	BL	Meeting with client for notarization of ROG verification in connection with HCMS R&Os in notes litigation (0.1)	0.10	695.00	\$69.50

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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
			(0.7); Review HCRE discovery schedule in notes litigation (0.1).			
06/18/2021	JAM	BL	Review PwC Subpoena from Dondero (0.1); tel c. w/ J. Seery re: PwC subpoena from Dondero (0.1); e-mails w/ M. Aigen, J. Pomerantz re: PwC subpoena and financial statements (0.1).	0.30	1245.00	\$373.50

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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
06/21/2021	JNP	BL	Email to and from Gregory V. Demo regarding concerns with note defendant disposing of assets.	0.10	1295.00	\$129.50
06/21/2021	JAM	BL	Communications w/ M. Aigen, counsel for all defendants, J. Pomerantz, G. Demo, H. Winograd re: discovery and schedule for notes litigations (0.3).	0.30	1245.00	\$373.50

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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
06/23/2021	JAM	BL	Tel c. w/ H. Winograd re: amending the complaint to add new causes of action (0.2).	0.20	1245.00	\$249.00
06/23/2021	HRW	BL	Communicate with R. Half re: privilege review in notes litigation (0.2); Call with J. Morris re: amending complaints in notes litigation (0.1).	0.30	695.00	\$208.50

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			HCMFA proposed order (0.1); Call with J. Morris re: amending complaints in notes litigations (0.1); Research re: fraudulent transfer and other newly asserted claims for notes litigations (3.7); Draft amended complaint for notes litigation (3.2); Communicate with R. Half re: privilege review for notes litigations (0.1); Draft R&Os for HCMFA second RFPs (0.9).			
06/25/2021	IDK	BL	E-mails with G Demo re issues on Dondero conversion of HCMFA to holding company and impact on note litigation, and related background to same, including memo from Wilmer Hale on same.	0.40	1325.00	\$530.00
06/25/2021	JAM	BL	Tel c. w/ H. Winograd re: amended complaints for notes litigation (0.3).	0.30	1245.00	\$373.50
06/25/2021	GVD	BL	Correspondence with J. Morris and H. Winograd re preparation for amendment to the notes litigation	0.30	950.00	\$285.00

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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
06/25/2021	HRW	BL	Draft amended complaint for notes litigation (3.8); Call with J. Morris re: amended complaints for notes litigation (0.2); Research re: additional claims in notes litigation (2.0); Review HCMFA discovery and production (0.2); Send counsel for HCMFA first production (0.1); Review outstanding litigation critical dates (0.4).	6.70	695.00	\$4,656.50
06/27/2021	JAM	BL	Review/revise draft Amended Complaint against Dondero (1.2); e-mails w/ H. Winograd, G. Demo re: revised Amended Complaint against Dondero (0.3).	1.50	1245.00	\$1,867.50
06/27/2021	HRW	BL	Draft amended complaint for notes litigation (6.5); Research re: additional claims for amended claim in notes litigation (1.0).	7.50	695.00	\$5,212.50

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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
06/28/2021	HRW	BL	Draft amended complaint for notes litigation (1.6); Research re: additional claims for amended claim in notes litigation (1.0); Review HCMFA R&Os and production to discovery requests (0.4); Send HCMFA R&Os and production to opposing counsel (0.1); Call with L. Canty re: HCMFA production (0.1); Draft R&Os to HCRE discovery requests in notes litigation (0.6).	3.80	695.00	\$2,641.00
06/29/2021	JNP	BL	Review opposition to motion to withdraw reference.	0.30	1295.00	\$388.50

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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
06/29/2021	GVD	BL	Correspondence with PSZJ working group re notes litigation	0.20	950.00	\$190.00
06/29/2021	GVD	BL	Review amended notes complaint	0.90	950.00	\$855.00



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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
06/30/2021	JAM	BL	E-mails w/ G. Demo, H. Winograd re: potential claims in amended complaint (0.2); e-mails w/ G. Demo re: issues concerning proposed amended complaint (0.1); review draft responses and objections to discovery requests tendered by HCM (0.4); review HCMFA motion for protective order (0.3); e-mails w/ J. Vasek, D. Rukavina, J. Pomerantz, G. Demo, H. Winograd re: HCMFA motion for protective order (0.2); tel c. w/ J. Seery re: issues concerning potential amended complaint (0.4).	1.60	1245.00	\$1,992.00
06/30/2021	GVD	BL	Correspondence with PSZJ team re revisions to amended note complaint	0.20	950.00	\$190.00

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## **EXHIBIT 176**

**Pachulski Stang Ziehl & Jones LLP**

10100 Santa Monica Blvd.  
13th Floor  
Los Angeles, CA 90067

Board of Directors  
Highland Capital Management LP  
300 Crescent Court ste. 700  
Dallas, TX 75201

July 31, 2021  
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Matter 00002  
**JNP**

RE: Postpetition

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**STATEMENT OF PROFESSIONAL SERVICES RENDERED THROUGH 07/31/2021**

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
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07/02/2021	HRW	BL	Review supplemental production for HCMFA and NPA notes litigations (0.2); Send supplemental production for HCMFA and NPA notes litigations to opposing counsel (0.1).	0.30	695.00	\$208.50
07/03/2021	GVD	BL	Correspondence with J. Elkin re fraudulent conveyance actions in notes litigation	0.20	950.00	\$190.00
07/03/2021	JE	BL	Review additional transcripts and pleadings on fraudulent transfers; correspondence with Mr. Morris and Mr. Demo.	5.30	1195.00	\$6,333.50



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07/07/2021	JNP	BL	Review Bankruptcy Court report and recommendation to District Court regarding withdrawal of reference.	0.10	1295.00	\$129.50
07/07/2021	JMF	BL	Review report and recommendations re notes adversary proceedings.	0.60	1050.00	\$630.00
07/07/2021	JAM	BL	E-mails w/ D. Rukavina re: proposed amended complaint (0.2).	0.20	1245.00	\$249.00

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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
			(0.2).			
07/21/2021	JNP	BL	Review brief regarding report and recommendation on withdrawal of reference and emails regarding same.	0.10	1295.00	\$129.50
07/21/2021	JAM	BL	E-mail to J. Vasek, D. Rukavina, J. Pomerantz, H. Wingrad re: motion for protective order (0.3); e-mails w/ M. Aigen re: scheduling stipulation (0.1); e-mails w/ L. Drawhorn, J. Wander re: PwC subpoena (0.2); e-mail to D. Rukavina re: PwC subpoena (0.2).	0.80	1245.00	\$996.00

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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
07/23/2021	IDK	BL	E-mails with local counsel, J. Pomerantz re issues on Dondero entities objections in District Court to Report & Recommendations and procedural issues on same and opposition to motion to strike, including review of rules (.5); E-mails with J. Pomerantz and J. Morris re same and need for draft motion to strike (.3).	0.80	1325.00	\$1,060.00
07/23/2021	JNP	BL	Review and respond to email regarding stipulation to consolidate notes matters and open issues.	0.10	1295.00	\$129.50
07/23/2021	JAM	BL	E-mails w/ J. Wander, L. Drawhorn, D. Rukavina re: PwC subpoena, document production, and deposition (0.4); prepare Notices of Deposition (PwC) for each of the five adversary proceedings (including revisions based on comments received) (0.8); e-mail to Z. Annable re: PwC subpoena and Notices of Deposition (0.2).	1.40	1245.00	\$1,743.00
07/24/2021	IDK	BL	E-mails and telephone conference with J. Pomerantz re Dondero objection to R&R and need for motion to strike (.4); E-mails with J. Kim re same and relevant background (.3); E-mails with G Demo re same and related docs (.2).	0.90	1325.00	\$1,192.50



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07/26/2021	JNP	BL	Review and respond to email regarding motion to strike objection to report and recommendation regarding withdrawal of reference.	0.10	1295.00	\$129.50
07/26/2021	RJF	BL	Review draft motion to strike objection to reference report and related emails.	0.40	1395.00	\$558.00
07/26/2021	JAM	BL	Review/analyze HCMLP's audited financials from 2008 to 2016 (1.8); e-mail to J. Seery, D. Klos, J. Pomerantz, G. Demo, H. Winograd re: production of audited financials (0.2).	2.00	1245.00	\$2,490.00

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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
07/29/2021	JMF	BL	Review notes adversary proceedings district and bankruptcy dockets and draft memorandum re pending issues and status re same.	2.10	1050.00	\$2,205.00
07/29/2021	JAM	BL	Review audited financial statements and prepare for PwC deposition (1.1); e-mails w/ M. Aigen, L. Canty re: PwC financial statements (0.2); e-mails w/ L. Drawhorn, J. Seery re: Wick Phillips proposed withdrawal from notes litigation (0.1).	1.40	1245.00	\$1,743.00
07/29/2021	HRW	BL	Send production to opposing counsel for notes litigation (0.1).	0.10	695.00	\$69.50
07/29/2021	HRW	BL	Review objections to R&Rs issued in notes litigations (0.5).	0.50	695.00	\$347.50
07/29/2021	HRW	BL	Review and edit chart of District Court proceedings for notes litigations (0.6).	0.60	695.00	\$417.00

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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
07/30/2021	JNP	BL	Email to and from Jonathan J. Kim regarding status of reports and recommendations in connection with motion to withdraw reference.	0.20	1295.00	\$259.00
07/30/2021	JAM	BL	E-mail to L. Lambert, M. Clemente, J. Pomerantz re: Advisors' motion for protective order (0.2); prepare for PwC deposition (4.3); PwC deposition (2.0).	6.50	1245.00	\$8,092.50
07/30/2021	HRW	BL	Review pleadings in District Court notes litigations (1.0).	1.00	695.00	\$695.00
07/30/2021	HRW	BL	Review deadlines for District Court notes litigations (0.5).	0.50	695.00	\$347.50
07/30/2021	HRW	BL	Deposition of Peet Burger for notes litigations (2.0).	2.00	695.00	\$1,390.00

## **EXHIBIT 177**

**Pachulski Stang Ziehl & Jones LLP**

10100 Santa Monica Blvd.  
13th Floor  
Los Angeles, CA 90067

Board of Directors  
Highland Capital Management LP  
300 Crescent Court ste. 700  
Dallas, TX 75201

August 31, 2021  
Invoice 128567  
Client 36027  
Matter 00003  
**JNP**

RE: Post-Effective Date

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**STATEMENT OF PROFESSIONAL SERVICES RENDERED THROUGH 08/31/2021**

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Pachulski Stang Ziehl & Jones LLP  
 Highland Capital Management LP  
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### Notes Litigation

08/11/2021	JJK	NL	Prepare HCM objection to motion to reconsider.	4.20	995.00	\$4,179.00
08/11/2021	JAM	NL	Review stipulations for each adversary proceeding (0.4); e-mails w/ M. Aigen re: scheduling stipulations (0.1).	0.50	1245.00	\$622.50
08/11/2021	HRW	NL	Draft motion to file amended complaints for notes litigations (2.8)	2.80	695.00	\$1,946.00
08/12/2021	JJK	NL	Research and prepare replies re: Reports, motions to reconsider; emails Kharasch on same.	5.20	995.00	\$5,174.00
08/12/2021	LSC	NL	Retrieve and transmit Reports and Recommendations regarding notes litigations for J. Morris.	0.30	460.00	\$138.00
08/12/2021	HRW	NL	Draft motion to file amended complaints for notes litigations (3.0)	3.00	695.00	\$2,085.00
08/13/2021	IDK	NL	E-mail H Winograd re updated litigation WIP list with focus on deadlines re matters on Dondero entities motions for withdrawal of reference.	0.20	1325.00	\$265.00
08/13/2021	IDK	NL	E-mail J Kim re draft of response to HCMS motion to reconsider to D Court, including review of same and new argument.	0.40	1325.00	\$530.00
08/13/2021	JAM	NL	Review motion to amend complaint and proposed orders (0.9); e-mails w/ G. Demo, H. Winograd re: motion to amend complaint and proposed orders (0.2); e-mails w/ M. Aigen, others, re: scheduling order and motion to amend complaints (0.4).	1.50	1245.00	\$1,867.50
08/13/2021	GVD	NL	Review open issues re notes litigation and correspondence with H. Winograd re same	0.40	950.00	\$380.00
08/13/2021	HRW	NL	Edit and finalize motions to file amended complaints in notes litigations (1.2).	1.20	695.00	\$834.00
08/16/2021	IDK	NL	Review and consider revised response to HCMS motion to reconsider R&R (.3); E-mails with J Pomerantz re same and Texas litigation counsel (.2); E-mails with J Kim re my feedback on draft of same and timing for filing today (.2).	0.70	1325.00	\$927.50
08/16/2021	JJK	NL	Emails Kharasch, Pomerantz on motions to reconsider; related research and final revisions to last reply re: Reports.	1.50	995.00	\$1,492.50
08/16/2021	JNP	NL	Review response to motion for reconsideration of	0.10	1295.00	\$129.50

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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
			order adopting report and recommendations.			
08/17/2021	JAM	NL	Review/revise motions for leave to amend complaints in Notes Litigation (1.1); e-mail to L. Canty, Z. Annable, H. Winograd re: motions for leave to amend complaints in Notes Litigation and related matters (0.2); e-mails w/ Z. Annable, H. Winograd re: motions to amend complaints in Notes Litigation (0.1).	1.40	1245.00	\$1,743.00
08/17/2021	LSC	NL	Prepare and transmit exhibits to motions to amend.	0.50	460.00	\$230.00
08/18/2021	JAM	NL	Communications w/ M. Aigen, Z. Annable re: form of Order for motions for leave to amend complaints (0.2); tel c. w/ D. Rukavina re: Advisors' motion for protective order (0.2).	0.40	1245.00	\$498.00
08/18/2021	LSC	NL	Transmit proposed orders on motions to amend.	0.20	460.00	\$92.00
08/19/2021	JAM	NL	Revise Advisors' draft Stipulation resolving their motion for a protective order (0.5); draft e-mail to D. Rukavina re: revised Stipulation resolving Advisors' motion for a protective order (0.2).	0.70	1245.00	\$871.50
08/20/2021	JNP	NL	Conference with John A. Morris regarding protective order regarding notes litigation.	0.20	1295.00	\$259.00
08/20/2021	JAM	NL	E-mails w/ D. Rukavina re: proposed settlement of motion for protective order (0.1); e-mails w/ J. Seery, J. Pomerantz, G. Demo re: Advisors' motion for a protective order (0.1).	0.20	1245.00	\$249.00
08/24/2021	HRW	NL	Draft notice of filing stipulations re: notes litigation (2.2).	2.20	695.00	\$1,529.00
08/25/2021	JAM	NL	E-mails w/ H. Winograd re: HCMFA scheduling stipulation (0.1).	0.10	1245.00	\$124.50
08/25/2021	HRW	NL	Draft proposed orders re: notes litigation (2.5); Communicate with opposing counsel for HCMFA re: notes stipulation (0.1).	2.60	695.00	\$1,807.00
08/26/2021	JAM	NL	E-mails w/ H. Winograd, Z. Annable re: filing of Amended Complaints (0.2); e-mails w/ H. Winograd, D. Rukavina re: scheduling order for HCMFA notes litigation (not subject to amended complaint) (0.2).	0.40	1245.00	\$498.00
08/26/2021	LSC	NL	Prepare exhibits to amended complaints (.7); prepare exhibits to orders approving discovery stipulations (.3).	1.00	460.00	\$460.00
08/26/2021	HRW	NL	Prepare and review amended complaints and	1.70	695.00	\$1,181.50

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Highland Capital Management LP  
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## **EXHIBIT 178**

**Pachulski Stang Ziehl & Jones LLP**

10100 Santa Monica Blvd.  
13th Floor  
Los Angeles, CA 90067

Board of Directors  
Highland Capital Management LP  
300 Crescent Court ste. 700  
Dallas, TX 75201

August 10, 2021  
Invoice 128474  
Client 36027  
Matter 00002  
**JNP**

RE: Postpetition

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**STATEMENT OF PROFESSIONAL SERVICES RENDERED THROUGH 08/10/2021**

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

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Highland Capital Management LP  
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## Bankruptcy Litigation [L430]

04/15/2021	JAM	BL	Review/revise Rule 26 disclosures for Dondero notes litigation (0.8); e-mails with H. Winograd, Z. Annable re: Rule 26 disclosures for Dondero notes litigation (0.2); [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] telephone conference with B. Assink re: Dondero's withdrawal of the reference in notes litigation and related matters (0.1); telephone conference with J. Pomerantz re: Dondero's withdrawal of the reference in notes litigation and related matters (0.1); [REDACTED]	4.80	1245.00	\$5,976.00
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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
			production and search issues.			
05/25/2021	CHM	BL	Emails with J. Morris and B. Sharp re document production.	0.30	750.00	\$225.00
05/26/2021	CHM	BL	Prepare Nexpoint document production and check document being produced; email H. Winograd re same.	3.20	750.00	\$2,400.00
05/26/2021	CHM	BL	Review email from H. Winograd re RFPs and reply.	0.10	750.00	\$75.00
05/27/2021	CHM	BL	Review requests for production and documents being produced and search terms run for completeness.	4.00	750.00	\$3,000.00
05/27/2021	CHM	BL	Review search terms and exchange emails with H. Winograd and IDS team re new production searches.	1.10	750.00	\$825.00
05/28/2021	CHM	BL	Review email from J. Vaughn and reply.	0.10	750.00	\$75.00
05/28/2021	CHM	BL	Run document production and review of documents being produced.	1.80	750.00	\$1,350.00
06/02/2021	CHM	BL	Review document production issues and coordinate with IDS team re same.	0.30	750.00	\$225.00
06/02/2021	CHM	BL	Email H. Winograd re document production issues.	0.10	750.00	\$75.00
06/03/2021	CHM	BL	Review RFPs and coordinate searches with IDS team; review document hits re same.	3.20	750.00	\$2,400.00
06/04/2021	CHM	BL	Review UDF documents for responsiveness and run production re same.	4.30	750.00	\$3,225.00
06/07/2021	CHM	BL	Review email from B. Sharp and reply.	0.10	750.00	\$75.00
06/07/2021	CHM	BL	Review RFPs and proposed search terms; email IDS team re same and review results.	2.50	750.00	\$1,875.00
06/09/2021	CHM	BL	Correspond with G. Crane and H. Winograd re privilege review and begin preparation of privilege assignments.	3.00	750.00	\$2,250.00
06/09/2021	CHM	BL	Review documents for responsiveness and run production.	3.70	750.00	\$2,775.00
06/09/2021	CHM	BL	Email IDS team re additional searches.	0.20	750.00	\$150.00
06/10/2021	CHM	BL	Review parties list and update privilege breaker list and email same to G. Demo.	1.80	750.00	\$1,350.00
06/10/2021	CHM	BL	Review email from J. Sommer re UDF privilege holdback and reply.	0.10	750.00	\$75.00
06/11/2021	CHM	BL	Review documents flagged by G. Crane and reply re same.	0.30	750.00	\$225.00
06/11/2021	JAM	BL	Telephone conference with G. Demo, H. Winograd re: HCMFA and NexPoint motions to amend (0.5);	1.80	1245.00	\$2,241.00

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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
			telephone conference with J. Seery re: HCMFA and NexPoint motion to amend (0.1); e-mail to D. Rukavina, J. Vasek, J. Pomerantz, G. Demo, H. Winograd re: proposed amended complaints for HCMFA and NexPoint in notes litigation (0.4); e-mail to D. Rukavina, J. Vasek, J. Pomerantz, G. Demo, H. Winograd re: Rule 30(b)(6) notices in notes litigation (0.2); review/revise subpoena for PwC for HCMFA and NexPoint notes litigation (0.3); communications w/ H. Winograd, Z. Annable re: substance of PwC subpoena and issues concerning service (0.3).			
06/12/2021	CHM	BL	Review email from J. Morris re G. Crane privilege review and reply.	0.10	750.00	\$75.00
06/15/2021	CHM	BL	Review email from G. Crane re privilege review and reply.	0.10	750.00	\$75.00
06/15/2021	CHM	BL	Create and update privilege review assignments and email G. Crane re same.	1.00	750.00	\$750.00
06/15/2021	CHM	BL	Review discovery and deadline tracker and update; coordinate with H. Winograd re next priority.	0.50	750.00	\$375.00
06/15/2021	CHM	BL	Emails with G. Crane re parameters of privilege review and RFPs for responsiveness review.	0.20	750.00	\$150.00
06/15/2021	CHM	BL	Review G. Crane privilege tagging re HCMS production; email H. Winograd re same.	0.80	750.00	\$600.00
06/16/2021	CHM	BL	Emails with J. Morris, G. Demo and IDS team re additional custodian collection.	0.20	750.00	\$150.00
06/21/2021	CHM	BL	Review RFP and proposed search terms and coordinate searches with IDS team.	0.50	750.00	\$375.00
06/22/2021	CHM	BL	Exchange emails with IDS team re requested searches.	0.10	750.00	\$75.00



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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
06/23/2021	CHM	BL	Review email from H. Winograd re HCMFA document searches and reply.	0.10	750.00	\$75.00
06/23/2021	CHM	BL	Review RFP and coordinate additional searches with IDS team.	0.50	750.00	\$375.00
06/24/2021	CHM	BL	Review email from G. Crane re coding issues; review database and impacted documents.	0.60	750.00	\$450.00
06/24/2021	CHM	BL	Draft email to IDS team re pending documents.	0.40	750.00	\$300.00
06/24/2021	CHM	BL	Review documents for responsiveness and run production re first portion of HCMFA documents.	3.90	750.00	\$2,925.00
06/28/2021	CHM	BL	Review email from G. Crane re review status and reply.	0.10	750.00	\$75.00
06/28/2021	CHM	BL	Review documents for responsiveness and run production re 2nd set of HCMFA requests.	3.50	750.00	\$2,625.00
07/01/2021	CHM	BL	Email G. Crane re privilege review; review UDF privileged documents.	1.10	750.00	\$825.00
07/01/2021	CHM	BL	Review RFPs, run preliminary searches in existing database and email IDS re HCRE search terms.	0.60	750.00	\$450.00
07/01/2021	LSC	BL	Prepare supplemental HCMFA production.	0.30	460.00	\$138.00
07/01/2021	LSC	BL	Preparation of NPA supplemental production.	0.30	460.00	\$138.00
07/02/2021	CHM	BL	Draft email to IDS team re privilege filter issue.	0.30	750.00	\$225.00
07/02/2021	CHM	BL	Review prior productions re privilege filter issues.	3.30	750.00	\$2,475.00
07/06/2021	CHM	BL	Review email from IDS re UBS results and reply.	0.10	750.00	\$75.00

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 Highland Capital Management LP  
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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
07/06/2021	LSC	BL	Research and correspondence regarding privileged documents and supplemental document production.	0.90	460.00	\$414.00
07/07/2021	LAF	BL	Legal research re: Withdrawal of reference; update chart of rules/general orders in various districts.	3.30	475.00	\$1,567.50
07/08/2021	CHM	BL	Review HCRE search results and email IDS re same.	1.80	750.00	\$1,350.00
07/08/2021	CHM	BL	Run production re HCRE search results and review same; email link to H. Winograd.	2.00	750.00	\$1,500.00
07/08/2021	CHM	BL	Review email from K. Kim re privilege filter and reply.	0.10	750.00	\$75.00
07/08/2021	LSC	BL	Retrieve and review HCRE document production.	1.70	460.00	\$782.00
07/09/2021	CHM	BL	Review search results and begin production of certain UBS documents.	5.00	750.00	\$3,750.00
07/12/2021	LSC	BL	Circulate responses to Court's order requiring disclosures and correspondence regarding the same.	0.30	460.00	\$138.00
07/12/2021	LSC	BL	Review Dondero designation, related documents and correspondence with J. Morris regarding same.	0.50	460.00	\$230.00
07/15/2021	JEO	BL	Review court ordered disclosures	1.00	1050.00	\$1,050.00

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Highland Capital Management LP  
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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
07/24/2021	JJK	BL	Emails Kharasch on Debtor's motion to strike Dondero objection to R&R.	0.30	995.00	\$298.50
07/25/2021	JJK	BL	Research and review pleadings and prepare motion to strike Dondero objection to R&R.	3.40	995.00	\$3,383.00
07/25/2021	JJK	BL	Research, review documents, and prepare motion to strike Dondero objection.	5.90	995.00	\$5,870.50
07/27/2021	LSC	BL	Redact supplemental document production.	3.20	460.00	\$1,472.00
07/28/2021	IDK	BL	E-mails with local counsel and J Pomerantz re new motion for reconsideration filed in District Court to R&R by HCMSI, and next steps re same, and review of same (.5); E-mails with J Kim re same and need to respond to HCMSI pleadings (.2).	0.70	1325.00	\$927.50

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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
07/28/2021	IDK	BL	Review of District Court order adopting R&R of Judge Jurnigan re NexPoint Advisors and its objection to the R&R (.2); E-mails with J Kim re same (.2).	0.40	1325.00	\$530.00
07/28/2021	JJK	BL	Emails Kharasch on multiple replies/objections re: reference withdrawal and consider same.	0.20	995.00	\$199.00
07/28/2021	JJK	BL	Research, analysis, pleading review to prepare multiple replies re: reference withdrawal.	5.00	995.00	\$4,975.00
07/29/2021	IDK	BL	E-mails with J Kim, others on the status of the 5 objections/motions for reconsideration to bankruptcy court R&R to District Court and issues on our various responses to same (.4); E-mails with H Winograd and J Fried re same and re deadlines to same and updated chart (.2).	0.60	1325.00	\$795.00
07/29/2021	JJK	BL	Research and prepare replies to Dondero, et al. re: bankruptcy court reports.	3.90	995.00	\$3,880.50
07/29/2021	JJK	BL	Review pleadings, research, and prepare replies to Dondero, et al., re: bankruptcy court reports.	4.50	995.00	\$4,477.50
07/29/2021	JEO	BL	Email follow up on critical dates issue regarding deposition scheduling	0.20	1050.00	\$210.00
07/29/2021	RJF	BL	Prepare for Ellington deposition, including review of exhibits.	0.50	1395.00	\$697.50
07/29/2021	RJF	BL	Attend Ellington deposition.	10.00	1395.00	\$13,950.00
07/29/2021	LSC	BL	Prepare for Burger deposition.	0.70	460.00	\$322.00
07/29/2021	LSC	BL	Preparation of Consolidated Notes Litigation Production.	2.40	460.00	\$1,104.00
07/30/2021	CHM	BL	Email correspondence re non-email document collection.	0.50	750.00	\$375.00
07/30/2021	CHM	BL	Email IDS team re Surgent screenshot.	0.10	750.00	\$75.00



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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
07/30/2021	IDK	BL	E-mails with J Kim, others on status/issues on the 5 Dondero related motions to withdraw the reference and response status/drafts (.4); E-mails with local counsel, H Winograd on updates to timing on filing responses to same (.1).	0.50	1325.00	\$662.50
07/30/2021	JJK	BL	Research and prepare replies/objections to Dondero, et al. re: bankruptcy court reports.	5.70	995.00	\$5,671.50
07/30/2021	RJF	BL	Emails regarding reference reports.	0.20	1395.00	\$279.00
07/30/2021	LSC	BL	Prepare for and assist at deposition of Peet Burger.	3.00	460.00	\$1,380.00
07/31/2021	IDK	BL	Review of correspondence to Texas litigation specialists on various questions on motions to withdraw reference and related objections to R&R.	0.20	1325.00	\$265.00
07/31/2021	JJK	BL	Research, prepare replies/objections re: bankruptcy court's reports & recommendations.	5.50	995.00	\$5,472.50
08/01/2021	JJK	BL	Research, review documents, and prepare replies to objections to reports/recommendations and opposition to motion to reconsider.	5.20	995.00	\$5,174.00
08/01/2021	JJK	BL	Prepare replies to objections to reports/recommendations and motion to reconsider.	3.60	995.00	\$3,582.00

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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
08/02/2021	IDK	BL	Review and consider correspondence between H Winograd and local counsel re deadlines to object to pleadings on 5 matters re report and rec to D Court as well as H Winograd of chart on all related actions (.5).	0.50	1325.00	\$662.50
08/02/2021	IDK	BL	E-mails with J Kim re 5 outstanding motions to withdraw reference and objections to report and rec by defendants, and various issues on opponents bias of judge argument (.4); Telephone conference with J Kim re same (.3).	0.70	1325.00	\$927.50
08/02/2021	IDK	BL	E-mails with special Texas litigation counsel on notes litigation and withdrawal of ref and coordination of call re same (.2).	0.20	1325.00	\$265.00
08/02/2021	JJK	BL	Review objections to bankruptcy court reports and prepare additional responses thereto.	1.20	995.00	\$1,194.00
08/02/2021	JJK	BL	Calls Kharasch re: replies to objections to reports/recommendations.	0.10	995.00	\$99.50
08/02/2021	JJK	BL	Call Kharasch on several replies re: withdrawal of reference.	0.20	995.00	\$199.00
08/02/2021	JJK	BL	Revise replies re: objections to withdrawal of reference, etc.	0.20	995.00	\$199.00
08/02/2021	JJK	BL	Prepare replies to objections to Reports, etc.	1.20	995.00	\$1,194.00

Pachulski Stang Ziehl & Jones LLP  
 Highland Capital Management LP  
 36027 - 00002

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 August 10, 2021

				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
08/02/2021	JE	BL	Work on vexatious litigant memo.	6.20	1195.00	\$7,409.00
08/03/2021	IDK	BL	Review and consider J Kim's draft of response to Dondero objection in District Court to bankruptcy report and recommendation and need for changes (.3); Numerous E-mails with J Kim re need for extensive revisions to same and his responses and new draft re same (.5); E-mail H Winograd re materials to supplement same response (.1).	0.90	1325.00	\$1,192.50
08/03/2021	JJK	BL	Review objections to reports/recommendations and prepare additional replies thereto for filing.	4.80	995.00	\$4,776.00
08/03/2021	JJK	BL	Emails local counsel, Winograd on Debtor replies re: reports and consider issues (0.6); emails Kharasch, Pomerantz on Dondero and HCMFA replies (0.1); prepare replies re: Reports and related research/analysis (2.2).	2.90	995.00	\$2,885.50
08/03/2021	JNP	BL	Conference with John A. Morris and D. Ashby regarding continued investigation.	0.50	1295.00	\$647.50
08/03/2021	JNP	BL	Conference with Farralon, Holland & Knight, John A. Morris and Gregory V. Demo regarding Dondero discovery action.	0.50	1295.00	\$647.50
08/						



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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
08/03/2021	HRW	BL	Research and draft response to HCMFA objection to R&R in notes litigation (1.5)	1.50	695.00	\$1,042.50
08/03/2021	HRW	BL	Review notes litigations deadlines (0.6)	0.60	695.00	\$417.00
08/04/2021	IDK	BL	Telephone conferences with J Morris and J Pomerantz re result of hearing today as well as need for his comments to draft response to Dondero objection to Report and Recommendation to District Court (.4); Telephone conference with J Pomerantz re timing on filing given feedback of litigation	0.60	1325.00	\$795.00

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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
						0
08/04/2021	JAM	BL	Review/revise draft response to Dondero objection to Report and Recommendations (1.1); e-mail to I. Kharasch, J. Kim, G. Demo re: revised draft response to Dondero objection to Report and Recommendations (0.1).	1.20	1245.00	\$1,494.00
08/04/2021						
08/05/2021	IDK	BL	E-mail J Kim re his draft response to HCMFA objection to R&R, including review of same (.3); E-mails with J Morris re same and his changes, along with final response (.3).	0.60	1325.00	\$795.00
08/05/2021	JJK	BL	Emails Morris on HCMFA reply matters.	0.10	995.00	\$99.50
08/05/2021	JJK	BL	Continue work on replies and filing thereof to objections to reports/recommendations.	4.20	995.00	\$4,179.00
08/05/2021	JJK	BL	Emails Morris on HCMFA reply and review comments.	0.10	995.00	\$99.50

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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
08/05/2021	JMF	BL	Review response to opposition to bankruptcy court recommendations to district court.	0.30	1050.00	\$315.00
08/05/2021	JAM	BL	Review/revise objection to HCMFA motion for reconsideration of report and recommendations on notes litigation (0.9); e-mails w/ J. Kim, I. Kharasch re: revisions to objection to HCMFA motion for reconsideration of report and recommendations on notes litigation (0.1).	1.00	1245.00	\$1,245.00
08/05/2021	GVD	BL	Correspondence with working group re status of notes litigation	0.20	950.00	\$190.00
08/06/2021	IDK	BL	Review of draft response to HCRE objection in D Court to R&R, along with J Kim commentary on same.	0.40	1325.00	\$530.00

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## **EXHIBIT 179**



**Pachulski Stang Ziehl & Jones LLP**

10100 Santa Monica Blvd.  
13th Floor  
Los Angeles, CA 90067

Board of Directors  
Highland Capital Management LP  
300 Crescent Court ste. 700  
Dallas, TX 75201

September 30, 2021  
Invoice 128688  
Client 36027  
Matter 00003  
**JNP**

RE: Post-Effective Date

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**STATEMENT OF PROFESSIONAL SERVICES RENDERED THROUGH 09/30/2021**

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09/01/2021	JMF	NL	Review motion to compel arbitration.	0.40	1050.00	\$420.00
09/01/2021	JAM	NL	Review docket for filings (amended answers, motion to compel arbitration, and motions to dismissed) (0.4).	0.40	1245.00	\$498.00
09/01/2021	GVD	NL	Review motions to dismiss and motions to compel arbitration in notes proceedings	0.30	950.00	\$285.00
09/01/2021	HRW	NL	Review NexPoint amended answer in notes litigation (0.3).	0.30	695.00	\$208.50
09/02/2021	JNP	NL	Conference with John A. Morris regarding arbitration motion, motion to stay and strategy.	0.20	1295.00	\$259.00
09/02/2021	JMF	NL	Review motions to dismiss and compel arbitration.	0.50	1050.00	\$525.00
09/02/2021	GVD	NL	Conference with J. Morris re notes litigation and next steps	0.50	950.00	\$475.00
09/02/2021	HRW	NL	Communicate with local counsel re: stipulations in notes litigations (0.1).	0.10	695.00	\$69.50
09/04/2021	GVD	NL	Review limited partnership provisions re motions to dismiss	1.60	950.00	\$1,520.00
09/05/2021	GVD	NL	Review correspondence from J. Morris re notes litigation	0.20	950.00	\$190.00
09/05/2021	HRW	NL	Draft discovery requests for consolidated notes	3.50	695.00	\$2,432.50

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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
			litigations (3.5).			
09/05/2021	HRW	NL	Review motions for stay and arbitration in notes litigations (1.5).	1.50	695.00	\$1,042.50
09/06/2021	GVD	NL	Conference with J. Morris re notes litigation	0.20	950.00	\$190.00
09/06/2021	HRW	NL	Draft discovery requests for consolidated notes litigations (9.5).	9.50	695.00	\$6,602.50
09/07/2021	JMF	NL	Review scheduling orders re notes litigation adversaries.	0.30	1050.00	\$315.00
09/07/2021	JAM	NL	Review draft discovery demands for notes litigation (0.6); tel c. w/ H. Winograd re: discovery issues (0.3); communications w/ D. Klos, J. Seery re: cost/value of MGM, RCP, Trussway (0.2); draft discovery requests for NexPoint (0.5); tel c. w/ H. Winograd re: discovery demands (0.1); review revised discovery demands (0.5); e-mails w/ H. Winograd re: final versions of discovery demands (0.1).	2.30	1245.00	\$2,863.50
09/07/2021	HRW	NL	Call with J. Morris re: notes litigation discovery (0.3).	0.30	695.00	\$208.50
09/07/2021	HRW	NL	Call with J. Morris re: notes litigation arbitration motions (0.4).	0.40	695.00	\$278.00
09/07/2021	HRW	NL	Draft discovery requests for consolidated notes litigations.	6.80	695.00	\$4,726.00
09/07/2021	HRW	NL	Serve discovery requests on opposing counsel for consolidated notes litigations.	0.20	695.00	\$139.00
09/08/2021	JJK	NL	Emails Kharasch on reference matters and consider/research same.	1.30	995.00	\$1,293.50
09/08/2021	GVD	NL	Correspondence re email discovery issues	0.20	950.00	\$190.00
09/08/2021	GVD	NL	Conference with J. Morris re additional notes litigation	0.20	950.00	\$190.00
09/09/2021	JNP	NL	Conference with John A. Morris regarding response to arbitration and motion to dismiss motion.	0.10	1295.00	\$129.50
09/09/2021	JAM	NL	Meet with G. Demo, H. Winograd re: motions for arbitration and to dismiss (0.5); tel c. w/ J. Seery, D. Klos re: Dondero compensation (0.5).	1.00	1245.00	\$1,245.00
09/09/2021	GVD	NL	Conference with J. Morris and H. Winograd re response to notes litigation actions	1.00	950.00	\$950.00
09/09/2021	HRW	NL	Review deadlines re: consolidated notes litigations motions to dismiss and motion for stay (0.2).	0.20	695.00	\$139.00
09/13/2021	JNP	NL	Conference with John A. Morris regarding motion to dismiss and motion to compel arbitration.	0.20	1295.00	\$259.00

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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
09/13/2021	JNP	NL	Conference with Jordan A. Kroop regarding motion to dismiss and motion to compel arbitration.	0.20	1295.00	\$259.00
09/13/2021	JNP	NL	Review motion to compel arbitration.	0.20	1295.00	\$259.00
09/13/2021	JNP	NL	Conference with Hayley R. Winograd, John A. Morris and Jordan A. Kroop regarding motion to compel arbitration.	0.80	1295.00	\$1,036.00
09/13/2021	JAM	NL	Tel c. w/ J. Pomerantz, J. Kroop, H. Winograd re: defendants' arbitration motion (0.8); e-mail to J. Seery re: motions to dismiss and to arbitrate (0.2); e-mail to J. Pomerantz, J. Kroop re: motions to dismiss and arbitrate (0.1).	1.10	1245.00	\$1,369.50
09/13/2021	HRW	NL	Call with J. Morris, J. Pomerantz, and J. Kroop (0.8).	0.80	695.00	\$556.00
09/13/2021	HRW	NL	Review motion to dismiss in notes litigations (2.0).	2.00	695.00	\$1,390.00
09/13/2021	JAK	NL	Begin review of motion to compel arbitration (0.8); strategy and planning discussion with John Morris, Jeff Pomerantz, and Hayley Winograd (0.8); follow-up discussion with Jeff Pomerantz regarding arbitration motion (0.2); additional review and analysis of arbitration motion (1.1);	2.90	1100.00	\$3,190.00
09/14/2021	IDK	NL	E-mails with attorneys re D Court upholding report and recommendation re HCMFA proceeding, including review of same	0.30	1325.00	\$397.50
09/14/2021	HRW	NL	Review motion to dismiss complaint in notes litigation (2.0).	2.00	695.00	\$1,390.00
09/15/2021	HRW	NL	Research re: motion to dismiss complaint in notes litigation (3.5).	3.50	695.00	\$2,432.50
09/15/2021	HRW	NL	Send opposing counsel supplemental productions in notes litigation (0.2).	0.20	695.00	\$139.00
09/17/2021	GVD	NL	Conference with J. Morris re status of notes litigation	0.10	950.00	\$95.00
09/17/2021	GVD	NL	Conference with H. Winograd re response to motions to dismiss and next steps	0.60	950.00	\$570.00
09/17/2021	HRW	NL	Call with G. Demo re: motion to dismiss in notes litigations (0.6).	0.60	695.00	\$417.00
09/17/2021	HRW	NL	Call with J. Morris re: litigation deadlines (0.1).	0.10	695.00	\$69.50
09/17/2021	HRW	NL	Review and research re: motion to dismiss in notes litigations (3.5).	3.50	695.00	\$2,432.50
09/17/2021	JAK	NL	Review previous pleadings and begin outlining opposition to demand for arbitration;	1.40	1100.00	\$1,540.00

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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
09/18/2021	HRW	NL	Draft and research re: motion to dismiss in notes litigations (5.5).	5.50	695.00	\$3,822.50
09/19/2021	JAM	NL	Review of documents and docket and e-mails to J. Kropp, J. Pomerantz, G. Demo, H. Winograd re: facts and arguments concerning opposition to motion to compel arbitration (3.0); further communications w/ J. Kropp re: arbitration motion (0.1).	3.10	1245.00	\$3,859.50
09/19/2021	HRW	NL	Draft and research re: motion to dismiss in notes litigations (8.5).	8.50	695.00	\$5,907.50
09/19/2021	JAK	NL	Email correspondence with John Morris regarding various arguments pertaining to waiver and estoppel for arbitration motion objection; review and analyze transcripts from previous hearing; begin research regarding various arguments for arbitration objection;	3.30	1100.00	\$3,630.00
09/20/2021	IDK	NL	Review of order from District Court on order of reference re DAF action, including E-mail from J Morris re same.	0.20	1325.00	\$265.00
09/20/2021	HRW	NL	Draft opposition to motion to dismiss in notes litigations (13.0).	13.00	695.00	\$9,035.00
09/20/2021	JAK	NL	Drafting of portions of objection to arbitration motion; research legal issues for use in same; emails with John Morris regarding additional arguments and support for same; review and analyze provisions of limited partnership agreement for use in arguments in opposition of arbitration agreement; memo outlining legal issues to be researched and supporting direction;	4.40	1100.00	\$4,840.00
09/21/2021	GVD	NL	Correspondence with team re ability to enforce arbitration in rejected agreement	0.50	950.00	\$475.00
09/21/2021	HRW	NL	Draft opposition to motion to dismiss in notes litigations (9.0).	9.00	695.00	\$6,255.00
09/21/2021	HRW	NL	Review prior discovery R&OS sent to all parties in notes litigations (1.0).	1.00	695.00	\$695.00
09/21/2021	HRW	NL	Draft R&Os for discovery requests in consolidated notes litigation (1.5).	1.50	695.00	\$1,042.50
09/22/2021	JJK	NL	Emails Kroop, Keane on research for opp. to Dondero motion re arbitration; research for inserts.	3.60	995.00	\$3,582.00
09/22/2021	JJK	NL	Research for opp. to motion re: arbitration.	4.80	995.00	\$4,776.00
09/22/2021	JJK	NL	Research for opp. to arbitration motion and emails Kroop on same.	1.40	995.00	\$1,393.00

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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
09/22/2021	JAM	NL	Review defendants' discovery demands (0.4); tel c. w. G. Demo re: responses to RFAs (corporate issues) (0.3); tel c. w/ H. Winograd re: document requests and responses (0.7); tel c. w/ G. Demo re: responses to discovery (0.2); e-mails w/ T. Surgent, D. Klos, G. Demo, H. Winograd re: e-mail searches for Nancy Dondero (0.3).	1.90	1245.00	\$2,365.50
09/22/2021	GVD	NL	Conference with J. Morris re discovery issues	0.30	950.00	\$285.00
09/22/2021	GVD	NL	Conference with H. Winograd re response to motion to dismiss	0.20	950.00	\$190.00
09/22/2021	GVD	NL	Draft responses to discovery questions and correspondence with J. Morris re same	0.70	950.00	\$665.00
09/22/2021	GVD	NL	Conference with J. Morris re notes litigation status	0.20	950.00	\$190.00
09/22/2021	HRW	NL	Draft opposition to motion to dismiss in notes litigations (11.0).	11.00	695.00	\$7,645.00
09/22/2021	HRW	NL	Draft R&Os for discovery requests in consolidated notes litigation (2.0).	2.00	695.00	\$1,390.00
09/22/2021	HRW	NL	Call with J. Morris re: discovery requests in consolidated notes litigation (0.7).	0.70	695.00	\$486.50
09/22/2021	JAK	NL	Extensive drafting of opposition to arbitration motion; legal research regarding issues and arguments for same; emails with internal research group regarding issues for researching and related matters;	6.90	1100.00	\$7,590.00
09/23/2021	JJK	NL	Research for opp. to arbitration motion; conf. call Kroop and Keane on same (0.6).	5.80	995.00	\$5,771.00
09/23/2021	JJK	NL	Research for opp. to arbitration motion.	3.10	995.00	\$3,084.50
09/23/2021	JNP	NL	Review of emails from N. Dondero; Conference with John A. Morris regarding same.	0.30	1295.00	\$388.50
09/23/2021	JAM	NL	Tel c. w/ L. Canty re: document review (0.1); tel c. w/ J. Seery re: strategy for responding to motions (0.2); tel c. w/ J. Pomerantz re: strategy for responding to motions (0.1); review documents (3.1).	3.50	1245.00	\$4,357.50
09/23/2021	LSC	NL	Begin preparation of document productions.	2.60	460.00	\$1,196.00
09/23/2021	GVD	NL	Correspondence re research items re arbitration demand	0.10	950.00	\$95.00
09/23/2021	GVD	NL	Conference with J. Morris re notes discovery	0.10	950.00	\$95.00
09/23/2021	GVD	NL	Conference with J. Morris re status of notes litigation and next steps	0.20	950.00	\$190.00

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09/23/2021	HRW	NL	Gather documents for discovery requests in consolidated notes litigation (1.0).	1.00	695.00	\$695.00
09/23/2021	HRW	NL	Draft opposition to motion to dismiss in notes litigations (12.0).	12.00	695.00	\$8,340.00
09/23/2021	JAK	NL	Review and analyze initial research results on issues pertaining to arbitration opposition from Jonathan Kim and Peter Keane; extensive drafting of arbitration opposition; additional case research and analysis regarding arguments for same; confer with Jonathan Kim and Peter Keane regarding same;	4.90	1100.00	\$5,390.00
09/24/2021	JNP	NL	Conference with Jordan A. Kroop regarding opposition to motion to compel arbitration.	0.30	1295.00	\$388.50
09/24/2021	JAM	NL	Tel c. w/ J. Seery re: opposition to motions (0.3); review documents and begin preparing for depositions (4.1).	4.40	1245.00	\$5,478.00
09/24/2021	GVD	NL	Review discovery responses to notes litigation	0.30	950.00	\$285.00
09/24/2021	HRW	NL	Call with J. Morris and DSI re: discovery requests in consolidated notes litigation (1.0).	1.00	695.00	\$695.00
09/24/2021	HRW	NL	Draft R&Os for discovery requests in consolidated notes litigation (1.5).	1.50	695.00	\$1,042.50
09/24/2021	HRW	NL	Draft opposition to motion to dismiss in notes litigations (9.0).	9.00	695.00	\$6,255.00
09/24/2021	JAK	NL	Continued research and analysis of cases in connection with arbitration opposition; strategy discussion with Jeff Pomerantz regarding same; extensive additional drafting and revision of arbitration opposition;	5.70	1100.00	\$6,270.00
09/25/2021	JAM	NL	Review/revise opposition to motion to dismiss (2.7); tel c. w/ J. Seery re: status and strategy for notes litigation (0.3).	3.00	1245.00	\$3,735.00
09/26/2021	JAM	NL	Communications w/ J. Seery, D. Klos, D. Newman re: responses to discovery (0.2).	0.20	1245.00	\$249.00
09/26/2021	HRW	NL	Draft opposition to motion to dismiss in notes litigations (7.0).	7.00	695.00	\$4,865.00
09/26/2021	JAK	NL	Additional research on issues pertaining to arbitration opposition; additional drafting of opposition; email to Jeff Pomerantz and John Morris regarding same with explanation of approach and related suggestions;	2.30	1100.00	\$2,530.00
09/27/2021	JNP	NL	Review opposition to motion to arbitrate.	0.30	1295.00	\$388.50
09/27/2021	JNP	NL	Conference with John A. Morris regarding opposition to motion to arbitrate.	0.20	1295.00	\$259.00

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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
09/27/2021	JNP	NL	Conference with John A. Morris and Jordan A. Kroop regarding response to motion to arbitrate.	0.40	1295.00	\$518.00
09/27/2021	JAM	NL	Review/revise opposition to motion to dismiss (2.5); review/revise written responses to discovery (2.4); e-mails w/ J. Seery, J. Pomerantz, G. Demo, H. Winograd re: written responses to discovery (0.2); tel c. w. J. Seery re: written responses to discovery (0.2); tel c. w/ J. Pomerantz re: oppositions to MTD and arbitration (0.2); tel c. w/ J. Pomerantz, J. Koop re: opposition to motion to compel arbitration (0.4); further revisions to written responses to discovery (0.2); communications w/ J. Seery re: responses to written discovery (0.1).	6.20	1245.00	\$7,719.00
09/27/2021	LSC	NL	Continued preparation of document productions.	9.10	460.00	\$4,186.00
09/27/2021	GVD	NL	Review response to motion to dismiss litigation	0.60	950.00	\$570.00
09/27/2021	HRW	NL	Draft opposition to motion to dismiss in notes litigations (7.5).	7.50	695.00	\$5,212.50
09/27/2021	HRW	NL	Gather production for consolidated notes discovery (1.8).	1.80	695.00	\$1,251.00
09/27/2021	HRW	NL	Draft and review R&Os for discovery requests in consolidated notes litigation (1.5).	1.50	695.00	\$1,042.50
09/27/2021	HRW	NL	Send opposing counsel R&Os in consolidated notes litigation (0.2).	0.20	695.00	\$139.00
09/27/2021	HRW	NL	Send opposing counsel production in consolidated notes litigation (0.1).	0.10	695.00	\$69.50
09/27/2021	JAK	NL	Strategy discussion with John Morris and Jeff Pomerantz regarding opposition to arbitration motion and related matters; extensive additional drafting, research, and review of issues and portions of arbitration motion opposition; work with Greg Demo regarding confirmation-related citations and background for use in opposition; additional drafting and revisions to arbitration opposition;	3.10	1100.00	\$3,410.00
09/28/2021	JNP	NL	Review latest version of opposition to motion to arbitrate and emails regarding same.	0.20	1295.00	\$259.00
09/28/2021	JNP	NL	Review opposition to motion to dismiss.	0.30	1295.00	\$388.50
09/28/2021	JMF	NL	Review responses to motion to dismiss and arbitration.	0.50	1050.00	\$525.00
09/28/2021	JAM	NL	Review/revise draft opposition to motion to compel arbitration (4.8); e-mails w/ J. Seery, J. Pomerantz, J. Koop, G. Demo, H. Winograd re: opposition to motion to compel arbitration (0.4); tel c. w/ J. Seery re: opposition to motion to compel arbitration (0.1);	9.10	1245.00	\$11,329.50

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			tel c. w/ J. Koop re: motion to compel arbitration (0.1); further review and revisions to opposition to motions to dismiss and to compel arbitration (3.2); communications w/ H. Winograd, J. Koop re: oppositions to motion to dismiss and to compel arbitration (0.5).			
09/28/2021	LSC	NL	Prepare draft declaration in support of opposition to Motion to compel Arbitration and Stay Litigation, revise same, and prepare exhibits to same.	0.70	460.00	\$322.00
09/28/2021	GVD	NL	Review motion to dismiss response	1.00	950.00	\$950.00
09/28/2021	HRW	NL	Draft and file opposition to motion to dismiss in notes litigations (8.0).	8.00	695.00	\$5,560.00
09/28/2021	JAK	NL	Extensive revisions, review, and editing of opposition to arbitration motion; edits and review of declaration in support of same; confer over telephone and emails with John Morris and Jeff Pomerantz regarding same; final edits and preparation of opposition for filing and service; supervise filing and service of same, with drafting of cover response per local rules;	6.80	1100.00	\$7,480.00
09/29/2021	JAM	NL	Review documents and written responses to discovery served by all defendants (2.0); e-mail to defense counsel re: deficiencies in written responses to discovery (0.4); e-mail to J. Seery, T. Surgent, D. Klos, J. Pomerantz, G. Demo, H. Winograd re: defendants' deficiencies in discovery (0.4); tel c. J. Seery re: discovery in the notes litigation (0.3).	3.10	1245.00	\$3,859.50
09/29/2021	GVD	NL	Conference with J. Morris re notes litigation discovery	0.20	950.00	\$190.00
09/30/2021	JAM	NL	Tel c. w/ G. Demo, Wilmer re: Waterhouse as a witness and regulatory issues (0.8); e-mail to defense counsel re: discovery issues and depositions (0.6); e-mail to D. Dandeneau, J. Pomerantz, G. Demo re: Waterhouse deposition (0.1)	1.50	1245.00	\$1,867.50
09/30/2021	GVD	NL	Conference with WilmerHale and J. Morris re discovery issues in notes litigation	0.80	950.00	\$760.00
09/30/2021	HRW	NL	Communicate with Robert Half for production re: consolidated notes production (0.2).	0.20	695.00	\$139.00
				<b>269.40</b>		<b>\$235,361.50</b>

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## **EXHIBIT 180**

**Pachulski Stang Ziehl & Jones LLP**

10100 Santa Monica Blvd.  
13th Floor  
Los Angeles, CA 90067

Board of Directors  
Highland Capital Management LP  
300 Crescent Court ste. 700  
Dallas, TX 75201

November 05, 2021  
Invoice 128811  
Client 36027  
Matter 00003  
**JNP**

RE: Post-Effective Date

**STATEMENT OF PROFESSIONAL SERVICES RENDERED THROUGH 11/05/2021**

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

## Notes Litigation

D-CNL003838  
Appx. 02917

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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Bill						
09/30/2021	CHM	NL	Review documents and run production of consolidated notes litigation search results; email H. Winograd re same.	2.30	750.00	\$1,725.00
JAM	10/01/2021	NL		3.10	3.10	1,245.00
Bill						
10/01/2021	JAM	NL	Review discovery responses and pleadings and prepare Rule 30(b)(6) deposition notices for HCRE, HCMS, and Nexpoint (2.8); communications w/ J. Seery, T. Surgent, D. Klos, J. Pomerantz, G. Demo, H. Winograd re: deposition notices (0.3).	3.10	1245.00	\$3,859.50
HRW	10/01/2021	NL		0.50	0.50	695.00
Bill						
10/01/2021	HRW	NL	Communicate with Robert Half for production re: consolidated notes production (0.5).	0.50	695.00	\$347.50
HRW	10/01/2021	NL		0.50	0.50	695.00
Bill						
10/01/2021	HRW	NL	Oversee and review production re: re: consolidated notes production (0.5).	0.50	695.00	\$347.50
JAM	10/02/2021	NL		2.60	2.60	1,245.00
Bill						
10/02/2021	JAM	NL	Tel c. w/ G. Demo re: discovery, strategy (0.4); draft deposition notices for J. Dondero, N. Dondero, F. Waterhouse, Dugaboy, and HCMFA (2.1); e-mails w/ J. Pomerantz, G. Demo, H. Winograd, Z. Annable re: deposition notices (0.1).	2.60	1245.00	\$3,237.00
GVD	10/02/2021	NL		0.40	0.40	950.00
Bill						
10/02/2021	GVD	NL	Conference with J. Morris about notes litigation discovery issues	0.40	950.00	\$380.00
GVD	10/02/2021	NL		0.50	0.50	950.00
Bill						
10/02/2021	GVD	NL	Review deposition notices	0.50	950.00	\$475.00
JAM	10/03/2021	NL		3.90	3.90	1,245.00
Bill						
10/03/2021	JAM	NL	Prepare deposition notices for HCRE, HCMS,	3.90	1245.00	\$4,855.50

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					<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
				NexPoint and subpoena for DC Sauter, and revise deposition notices for F. Waterhouse and HCMFA (3.6); e-mails w/ J. Seery, T. Surgent, D. Klos, J. Pomerantz, G. Demo, H. Winograd re: deposition notices (0.2); tel c. w/ J. Seery, G. Demo re: deposition notices (0.1).			
GVD Bill	10/03/2021	NL	0.30	0.30	950.00		285.00
10/03/2021	GVD	NL	Review discovery requests and correspondence re same	0.30	950.00		\$285.00
HRW Bill	10/03/2021	NL	1.00	1.00	695.00		695.00
10/03/2021	HRW	NL	Review and edit deposition notices for notes litigation (1.0).	1.00	695.00		\$695.00
JAM Bill	10/04/2021	NL	1.80	1.80	1,245.00		2,241.00
10/04/2021	JAM	NL	Review/revise/finalize deposition notices, subpoenas, and notices of subpoenas (1.1); e-mail to defense counsel, J. Pomerantz, G. Demo, H. Winograd, Z. Annable re: deposition notices, subpoenas, notices of subpoena and related matters (0.3); e-mail to Z. Annable, J. Pomerantz, G. Demo, H. Winograd re: service of the deposition notices and subpoenas (0.1); tel c. w/ J. Seery re: status, discovery (0.3).	1.80	1245.00		\$2,241.00
HRW Bill	10/04/2021	NL	0.50	0.50	695.00		347.50
10/04/2021	HRW	NL	Review production re: consolidated notes production (0.5).	0.50	695.00		\$347.50
HRW Bill	10/04/2021	NL	0.20	0.20	695.00		139.00
10/04/2021	HRW	NL	Communicate with Robert Half re: production for Employee Claims (0.2).	0.20	695.00		\$139.00
JAM Bill	10/05/2021	NL	1.70	1.70	1,245.00		2,116.50
10/05/2021	JAM	NL	Tel c. w/ H. Winograd re: discovery, Aigen e-mail (0.5); tel c. w/ D. Rukavina re: discovery (0.3); tel c. w/ J. Seery re: discovery, status (0.5); e-mails w/ D. Rukavina, D. Deitsch-Perez re: discovery,	1.70	1245.00		\$2,116.50

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					<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
			depositions (0.4).				
GVD Bill	10/05/2021	NL		0.30 0.30	950.00		285.00
10/05/2021	GVD	NL	Correspondence with Quinn re notes litigation		0.30	950.00	\$285.00
HRW Bill	10/05/2021	NL		0.50 0.50	695.00		347.50
10/05/2021	HRW	NL	Call with J. Morris re: discovery issues in notes litigation (0.5).		0.50	695.00	\$347.50
HRW Bill	10/05/2021	NL		0.30 0.30	695.00		208.50
10/05/2021	HRW	NL	Review discovery issues in notes litigation (0.3).		0.30	695.00	\$208.50
JAM Bill	10/06/2021	NL		1.60 1.60	1,245.00		1,992.00
10/06/2021	JAM	NL	E-mail to D. Deitz-Perez, D. Rukavina re: discovery (0.3); e-mail to D. Dandeneau re: Waterhouse deposition (0.1); e-mail to M. Aigen re: discovery issues (0.3); e-mail to defense counsel re: response to various discovery issues (0.9).		1.60	1245.00	\$1,992.00
LSC Bill	10/06/2021	NL		2.10 2.10	460.00		966.00
10/06/2021	LSC	NL	Research, correspondence, and review of discovery.		2.10	460.00	\$966.00
GVD Bill	10/06/2021	NL		0.20 0.20	950.00		190.00
10/06/2021	GVD	NL	Correspondence with litigation trustee re outstanding notes		0.20	950.00	\$190.00
HRW Bill	10/06/2021	NL		0.80 0.80	695.00		556.00
10/06/2021	HRW	NL	Review responses and production re: discovery requests in notes litigation (0.8).		0.80	695.00	\$556.00
HRW Bill	10/06/2021	NL		0.50 0.50	695.00		347.50
10/06/2021	HRW	NL	Respond to J. Morris email re: discovery issues in notes litigation (0.5).		0.50	695.00	\$347.50
HRW	10/06/2021	NL		0.20 0.20	695.00		139.00

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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Bill						
10/06/2021	HRW	NL	Review emails regarding 30(b)(6) deposition issues and scheduling (0.2).	0.20	695.00	\$139.00
HRW Bill	10/06/2021	NL	0.10	0.10	695.00	69.50
10/06/2021	HRW	NL	Send opposing counsel supplemental notes litigation production (0.1).	0.10	695.00	\$69.50
HRW Bill	10/06/2021	NL	0.80	0.80	695.00	556.00
10/06/2021	HRW	NL	Prepare supplemental production for notes litigation (0.8).	0.80	695.00	\$556.00
JAM Bill	10/07/2021	NL	0.40	0.40	1,245.00	498.00
10/07/2021	JAM	NL	Review/revise e-mail to defense counsel re: discovery (0.4).	0.40	1245.00	\$498.00
LSC Bill	10/07/2021	NL	2.30	2.30	460.00	1,058.00
10/07/2021	LSC	NL	Research, correspondence, and review of discovery.	2.30	460.00	\$1,058.00
GVD Bill	10/07/2021	NL	0.20	0.20	950.00	190.00
10/07/2021	GVD	NL	Correspondence with Quinn re notes collection issues	0.20	950.00	\$190.00
HRW Bill	10/07/2021	NL	0.10	0.10	695.00	69.50
10/07/2021	HRW	NL	Email J. Morris re: discovery issues in notes litigation (0.1).	0.10	695.00	\$69.50
HRW Bill	10/07/2021	NL	0.10	0.10	695.00	69.50
10/07/2021	HRW	NL	Email DSI re: re: discovery issues in notes litigation (0.1).	0.10	695.00	\$69.50
JAM Bill	10/08/2021	NL	2.70	2.70	1,245.00	3,361.50
10/08/2021	JAM	NL	Analyze NexPoint's Rule 30(b)(6) deposition notice and e-mail to J. Seery, T. Surgent, J. Pomerantz, G.	2.70	1245.00	\$3,361.50



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			Demo, H. Winograd re: same (1.4); e-mails to J. Seery, T. Surgent, D. Rukavina, H. Winograd re: objections to NexPoint's Rule 30(b)(6) deposition notice (0.4); revise deposition notices for J. Dondero, HCRE, HCMS, and NexPoint (0.2); e-mails w/ Z. Annable, H. Winograd re: revised deposition notices for J. Dondero, HCRE, HCMS, and NexPoint (0.1); e-mails w/ D. Klos, T. Surgent, H. Winograd re: documents and information concerning J. Dondero compensation, loan history (0.4); review defendants' document production (0.2).				
HRW Bill	10/08/2021	NL		0.10	0.10	695.00	69.50
	10/08/2021	HRW	NL	Review 30(b)(6) notices for consolidated notes litigation (0.1).	0.10	695.00	\$69.50
HRW Bill	10/08/2021	NL		0.30	0.30	695.00	208.50
	10/08/2021	HRW	NL	Review DSI email and production re: Dondero compensation (0.3).	0.30	695.00	\$208.50
HRW Bill	10/08/2021	NL		0.20	0.20	695.00	139.00
	10/08/2021	HRW	NL	Review production from defendants in consolidated notes litigation (0.2).	0.20	695.00	\$139.00
JAM Bill	10/09/2021	NL		5.90	5.90	1,245.00	7,345.50
	10/09/2021	JAM	NL	E-mails to TSG re: depositions (0.3); e-mail to H. Winograd re: additional document production (0.1); e-mails w/ D. Klos, T. Surgent, H. Winograd re: Dondero loans and payment history (0.2); e-mails w/ J. Seery, D. Klos re: cost/value of portfolio companies (0.1); begin Nancy Dondero deposition outline (2.3); tel c. w/ J. Seery re: notes litigation (0.2); review documents/transcripts (2.7).	5.90	1245.00	\$7,345.50
JAM Bill	10/10/2021	NL		2.10	2.10	1,245.00	2,614.50
	10/10/2021	JAM	NL	Analyze Rule 30(b)(6) Notice of Dondero, HCRE and HCMS and prepare draft objections (1.8); tel c. w/ J. Seery re: litigation matters (0.3).	2.10	1245.00	\$2,614.50
JAM	10/11/2021	NL		0.40	0.40	1,245.00	498.00

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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Bill						
10/11/2021	JAM	NL	E-mails w/ D. Rukavina, D. Deitz-Perez re: depositions (0.2); e-mails w/ D. Klos, T. Conouyer re: Waterhouse roles (0.1); e-mails w/ H. Winograd, L. Canty re: supplemental document production (0.1).	0.40	1245.00	\$498.00
LSC Bill	10/11/2021	NL		0.50	460.00	230.00
10/11/2021	LSC	NL	Retrieve and review Dondero's supplemental production.	0.50	460.00	\$230.00
HRW Bill	10/11/2021	NL		0.10	695.00	69.50
10/11/2021	HRW	NL	Review email from counsel re: deposition schedule in consolidated notes litigation (0.1).	0.10	695.00	\$69.50
HRW Bill	10/11/2021	NL		0.50	695.00	347.50
10/11/2021	HRW	NL	Review supplemental production in consolidated notes litigation (0.5).	0.50	695.00	\$347.50
JAM Bill	10/12/2021	NL		4.60	1,245.00	5,727.00
10/12/2021	JAM	NL	E-mails w/ defense counsel re: discovery (0.3); e-mails w/ D. Klos, L. Canty, H. Winograd re: supplemental document production (0.5); prepare for depositions (3.4); e-mails w/ defense counsel re: depositions (0.2); tel c. w/ J. Seery, D. Klos re: obligors' payments on Notes (0.2).	4.60	1245.00	\$5,727.00
LSC Bill	10/12/2021	NL		4.20	460.00	1,932.00
10/12/2021	LSC	NL	Preparation of supplemental productions (2), including redactions to same and correspondence regarding the same.	4.20	460.00	\$1,932.00
LSC Bill	10/12/2021	NL		0.50	460.00	230.00
10/12/2021	LSC	NL	Coordinate and assist with retrieval and preparation of documents with respect to notes litigation for J. Morris.	0.50	460.00	\$230.00
HRW	10/12/2021	NL		1.80	695.00	1,251.00

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Bill							
10/12/2021	HRW	NL	Review supplemental production for consolidated notes litigation (1.8).		1.80	695.00	\$1,251.00
HRW Bill	10/12/2021	NL	0.20	0.20	695.00		139.00
10/12/2021	HRW	NL	Send counsel supplemental production for consolidated notes litigation (0.2).		0.20	695.00	\$139.00
HRW Bill	10/12/2021	NL	0.50	0.50	695.00		347.50
10/12/2021	HRW	NL	Call with DSI re: backup documentation for demonstrative chart showing Trussway, MGM, Cornerstone valuations in consolidated notes litigation (0.5).		0.50	695.00	\$347.50
HRW Bill	10/12/2021	NL	0.20	0.20	695.00		139.00
10/12/2021	HRW	NL	Email J. Morris, G. Demo, J. Pomerantz, and client re: backup documentation for demonstrative chart showing Trussway, MGM, Cornerstone valuations in consolidated notes litigation (0.2).		0.20	695.00	\$139.00
HRW Bill	10/12/2021	NL	0.20	0.20	695.00		139.00
10/12/2021	HRW	NL	Email J. Morris re: supplemental productions for consolidated notes litigations (0.2).		0.20	695.00	\$139.00
JAM Bill	10/13/2021	NL	6.80	6.80	1,245.00		8,466.00
10/13/2021	JAM	NL	Prepare for meeting with J. Seery concerning depositions, including analysis of issues concerning NexPoint (1.2); e-mails to J. Seery, T. Surgent, D. Klos re: deposition preparation (0.3); tel c. w/ J. Seery, D. Klos, T. Surgent, G. Demo, H. Winograd re: preparation for depositions (1.5); letters to defense counsel re: documents (0.2); prepare for depositions (3.6).		6.80	1245.00	\$8,466.00
GVD Bill	10/13/2021	NL	1.60	1.60	950.00		1,520.00
10/13/2021	GVD	NL	Conference with J. Seery, D. Klos and PSZJ re preparation for depositions		1.60	950.00	\$1,520.00

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GVD Bill	10/13/2021	NL	0.30	0.30	950.00		285.00
10/13/2021	GVD	NL	Conference with J. Morris re status of notes litigation and next steps		0.30	950.00	\$285.00
GVD Bill	10/13/2021	NL	0.10	0.10	950.00		95.00
10/13/2021	GVD	NL	Review transcripts re notes litigation issues		0.10	950.00	\$95.00
HRW Bill	10/13/2021	NL	1.50	1.50	695.00		1,042.50
10/13/2021	HRW	NL	Review defendants' R&Os to Highland's discovery requests in notes litigations (1.5).		1.50	695.00	\$1,042.50
HRW Bill	10/13/2021	NL	0.20	0.20	695.00		139.00
10/13/2021	HRW	NL	Email J. Morris re: defendants' R&Os to Highland's discovery requests in notes litigations (0.2).		0.20	695.00	\$139.00
HRW Bill	10/13/2021	NL	1.20	1.20	695.00		834.00
10/13/2021	HRW	NL	Call with J. Seery and D. Klos re: deposition prep for notes litigation (1.2).		1.20	695.00	\$834.00
HRW Bill	10/13/2021	NL	1.00	1.00	695.00		695.00
10/13/2021	HRW	NL	Prepare for call with J. Seery and D. Klos re: deposition prep for notes litigation (1.0).		1.00	695.00	\$695.00
HRW Bill	10/13/2021	NL	0.10	0.10	695.00		69.50
10/13/2021	HRW	NL	Email J. Morris re: supplemental production in notes litigation (0.1).		0.10	695.00	\$69.50
HRW Bill	10/13/2021	NL	0.20	0.20	695.00		139.00
10/13/2021	HRW	NL	Send opposing counsel supplemental production in notes litigation (0.2).		0.20	695.00	\$139.00

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LSC Bill	10/14/2021	NL	5.90	5.90	460.00		2,714.00
10/14/2021	LSC	NL	Assist with research, retrieval, and review of discovery documents in connection with upcoming depositions.		5.90	460.00	\$2,714.00
LSC Bill	10/14/2021	NL	0.50	0.50	460.00		230.00
10/14/2021	LSC	NL	Research and correspondence regarding certain management documents for J. Morris.		0.50	460.00	\$230.00
JNP Bill	10/15/2021	NL	0.20	0.20	1,295.00		259.00
10/15/2021	JNP	NL	Conference with John A. Morris regarding upcoming depositions and issues relating to notes litigation including hearing coverage.		0.20	1295.00	\$259.00
JNP Bill	10/15/2021	NL	0.10	0.10	1,295.00		129.50
10/15/2021	JNP	NL	Review emails regarding notes depositions and discovery.		0.10	1295.00	\$129.50
JAM Bill	10/15/2021	NL	6.80	6.80	1,245.00		8,466.00
10/15/2021	JAM	NL	Tel c. w/ J. Seery, D. Klos, G. Demo, H. Winograd re: preparation for depositions (1.7); tel c. w/ H. Winograd, L. Canty re: depositions, exhibits, and related matters (0.2); prepare for depositions (3.1); e-mails to L. Canty, H. Winograd re: deposition exhibits (0.4); tel c. w/ G. Demo re: depositions (0.2); tel c. w/ J. Pomerantz re: notes litigation (0.3); e-mail to J. Seery, D. Klos re: prior court filings (0.5); e-mail to J. Seery, D. Klos, H. Winograd re: LP Agreement (0.3); e-mail to J. Seery, D. Klos, H. Winograd re: management representation letters (0.1).		6.80	1245.00	\$8,466.00
LSC Bill	10/15/2021	NL	3.10	3.10	460.00		1,426.00
10/15/2021	LSC	NL	Research, retrieve, and review documents in connection with Notes Litigation and correspondence regarding the same (2.6); research and correspondence regarding prior productions (.5).		3.10	460.00	\$1,426.00
GVD	10/15/2021	NL	1.60	1.60	950.00		1,520.00

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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Bill						
10/15/2021	GVD	NL	Attend conference re preparation for notes litigation	1.60	950.00	\$1,520.00
HRW	10/15/2021	NL		1.50	1.50	695.00
Bill						1,042.50
10/15/2021	HRW	NL	Review productions from Highland to defendants in notes litigations (1.5).	1.50	695.00	\$1,042.50
HRW	10/15/2021	NL		0.40	0.40	695.00
Bill						278.00
10/15/2021	HRW	NL	Communicate with L. Canty re: productions from Highland to defendants in notes litigations (0.4).	0.40	695.00	\$278.00
HRW	10/15/2021	NL		1.60	1.60	695.00
Bill						1,112.00
10/15/2021	HRW	NL	Call with J. Morris, G. Demo, J. Seery, D. Klos re: deposition prep for notes litigation (1.6).	1.60	695.00	\$1,112.00
HRW	10/15/2021	NL		0.20	0.20	695.00
Bill						139.00
10/15/2021	HRW	NL	Call with J. Morris and L. Canty re: deposition prep for notes litigation (0.2).	0.20	695.00	\$139.00
JAM	10/16/2021	NL		7.80	7.80	1,245.00
Bill						9,711.00
10/16/2021	JAM	NL	Prepare for depositions (7.5); e-mail to HCMLP, PSZJ re: Deposition Outline for Nancy Dondero (0.1); e-mail to L. Canty, H. Winograd re: deposition exhibits (0.1); tel c. w/ H. Winograd re: document production (0.1).	7.80	1245.00	\$9,711.00
LSC	10/16/2021	NL		8.50	8.50	460.00
Bill						3,910.00
10/16/2021	LSC	NL	Preparation of exhibits in connection with upcoming depositions and research discovery documents regarding the same (4.9); preparation of materials in connection with hearing on motions to dismiss, including legal research regarding the same (3.6)	8.50	460.00	\$3,910.00
HRW	10/16/2021	NL		3.80	3.80	695.00
Bill						2,641.00
10/16/2021	HRW	NL	Review supplemental HCMFA production for notes litigation (3.8).	3.80	695.00	\$2,641.00

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HRW Bill	10/16/2021	NL	0.40	0.40	695.00		278.00
10/16/2021	HRW	NL	Communicate with L. Canty re: supplemental HCMFA production for notes litigation (0.4).		0.40	695.00	\$278.00
HRW Bill	10/16/2021	NL	0.20	0.20	695.00		139.00
10/16/2021	HRW	NL	Email with C. Mackle re: supplemental HCMFA production for notes litigation (0.2).		0.20	695.00	\$139.00
JNP Bill	10/17/2021	NL	0.10	0.10	1,295.00		129.50
10/17/2021	JNP	NL	Review emails regarding depositions.		0.10	1295.00	\$129.50
JAM Bill	10/17/2021	NL	11.00	11.00	1,245.00		13,695.00
10/17/2021	JAM	NL	Prepare for depositions (9.2); multiple calls with J. Seery re: depositions, facts and strategy for Notes Litigation (1.2); e-mails w H. Winograd, L. Canty re: exhibits (0.3); e-mails w/ defense counsel, court reporter re: depositions (0.3).		11.00	1245.00	\$13,695.00
LSC Bill	10/17/2021	NL	2.00	2.00	460.00		920.00
10/17/2021	LSC	NL	Preparation of exhibits in connection with upcoming depositions and research discovery documents regarding the same.		2.00	460.00	\$920.00
HRW Bill	10/17/2021	NL	8.00	8.00	695.00		5,560.00
10/17/2021	HRW	NL	Review supplemental HCMFA production for notes litigation (8.0).		8.00	695.00	\$5,560.00
HRW Bill	10/17/2021	NL	0.80	0.80	695.00		556.00
10/17/2021	HRW	NL	Review emails from J. Morris and DSI re: hot documents for depositions in notes litigation (0.8).		0.80	695.00	\$556.00
HRW Bill	10/17/2021	NL	0.20	0.20	695.00		139.00
10/17/2021	HRW	NL	Send email to J. Morris re: document productions from Highland to defendants in notes litigations		0.20	695.00	\$139.00

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			(0.2).				
JNP Bill	10/18/2021	NL	1.00	1.00	1,295.00		1,295.00
10/18/2021	JNP	NL	Review motion to dismiss and opposition regarding notes litigation.		1.00	1295.00	\$1,295.00
JNP Bill	10/18/2021	NL	0.90	0.90	1,295.00		1,165.50
10/18/2021	JNP	NL	Conference with John A. Morris and then J. Seery regarding Nancy Dondero deposition.		0.90	1295.00	\$1,165.50
JAM Bill	10/18/2021	NL	13.90	13.90	1,245.00		17,305.50
10/18/2021	JAM	NL	Prepare for depositions (5.8); tel c. w/ G. Demo re: depositions (0.2); Nancy Dondero deposition (7.0); tel c. w/ J. Seery (partial), J. Pomerantz re: Nancy Dondero deposition (0.8); tel c. w/ D. Newman re: Nancy Dondero deposition (0.1).		13.90	1245.00	\$17,305.50
LSC Bill	10/18/2021	NL	7.90	7.90	460.00		3,634.00
10/18/2021	LSC	NL	Prepare for and assist at deposition of Susan Dondero.		7.90	460.00	\$3,634.00
GVD Bill	10/18/2021	NL	0.10	0.10	950.00		95.00
10/18/2021	GVD	NL	Correspondence with L. Canty re deposition issues		0.10	950.00	\$95.00
GVD Bill	10/18/2021	NL	0.20	0.20	950.00		190.00
10/18/2021	GVD	NL	Conference with J. Morris re notes litigation strategy		0.20	950.00	\$190.00
GVD Bill	10/18/2021	NL	4.50	4.50	950.00		4,275.00
10/18/2021	GVD	NL	Attend deposition of N. Dondero (partial)		4.50	950.00	\$4,275.00
GVD Bill	10/18/2021	NL	0.20	0.20	950.00		190.00
10/18/2021	GVD	NL	Review WilmerHale analysis of Investment Company Act issues		0.20	950.00	\$190.00
HRW	10/18/2021	NL	3.50	3.50	695.00		2,432.50



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Bill							
10/18/2021	HRW	NL	Review supplemental HCMFA production for notes litigation (3.5).	3.50	695.00	\$2,432.50	
HRW Bill	10/18/2021	NL		6.00	6.00	695.00	4,170.00
10/18/2021	HRW	NL	Deposition of Nancy Dondero for notes litigation (6.0).	6.00	695.00	\$4,170.00	
HRW Bill	10/18/2021	NL		0.50	0.50	695.00	347.50
10/18/2021	HRW	NL	Review Waterhouse deposition outline (0.5).	0.50	695.00	\$347.50	
JNP Bill	10/19/2021	NL		1.40	1.40	1,295.00	1,813.00
10/19/2021	JNP	NL	Continue to prepare for hearing on motion to dismiss.	1.40	1295.00	\$1,813.00	
JNP Bill	10/19/2021	NL		0.10	0.10	1,295.00	129.50
10/19/2021	JNP	NL	Review and respond to email regarding use of Dondero plan proposal in course of litigation.	0.10	1295.00	\$129.50	
JAM Bill	10/19/2021	NL		14.60	14.60	1,245.00	18,177.00
10/19/2021	JAM	NL	Prepare for Waterhouse deposition (3.6); Waterhouse deposition (including multiple calls with G. Demo and/or H. Winograd) (10.2); tel c. w/ J. Seery re: Waterhouse deposition (0.1); tel c. w/ G. Demo, H. Winograd re: Waterhouse deposition (0.3); tel c. w/ J. Seery re: status, strategy (0.4).	14.60	1245.00	\$18,177.00	
LSC Bill	10/19/2021	NL		11.30	11.30	460.00	5,198.00
10/19/2021	LSC	NL	Prepare for and assist at deposition of Frank Waterhouse.	11.30	460.00	\$5,198.00	
GVD Bill	10/19/2021	NL		0.20	0.20	950.00	190.00
10/19/2021	GVD	NL	Conference with J. Seery re issues re Dondero deposition	0.20	950.00	\$190.00	
GVD	10/19/2021	NL		1.10	1.10	950.00	1,045.00

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Bill						
10/19/2021	GVD	NL	Review issues re application of mediation privilege	1.10	950.00	\$1,045.00
GVD	10/19/2021	NL		0.60	0.60	950.00
Bill						570.00
10/19/2021	GVD	NL	Multiple conferences with H. Winograd and J. Morris re status of Waterhouse deposition	0.60	950.00	\$570.00
GVD	10/19/2021	NL		4.60	4.60	950.00
Bill						4,370.00
10/19/2021	GVD	NL	Attend Waterhouse deposition (partial)	4.60	950.00	\$4,370.00
HRW	10/19/2021	NL		9.50	9.50	695.00
Bill						6,602.50
10/19/2021	HRW	NL	Deposition of Frank Waterhouse for notes litigation (9.5).	9.50	695.00	\$6,602.50
HRW	10/19/2021	NL		1.50	1.50	695.00
Bill						1,042.50
10/19/2021	HRW	NL	Review Waterhouse deposition outline (1.5).	1.50	695.00	\$1,042.50
HRW	10/19/2021	NL		1.80	1.80	695.00
Bill						1,251.00
10/19/2021	HRW	NL	Review supplemental HCMFA production for notes litigation (1.8).	1.80	695.00	\$1,251.00
HRW	10/19/2021	NL		0.50	0.50	695.00
Bill						347.50
10/19/2021	HRW	NL	Calls with G. Demo and J. Morris re: Waterhouse deposition (0.5).	0.50	695.00	\$347.50
HRW	10/19/2021	NL		0.10	0.10	695.00
Bill						69.50
10/19/2021	HRW	NL	Call with J. Morris re: Waterhouse deposition (0.1).	0.10	695.00	\$69.50
HRW	10/19/2021	NL		0.30	0.30	695.00
Bill						208.50
10/19/2021	HRW	NL	Email with G. Demo and J. Elkin re: mediation privilege (0.3).	0.30	695.00	\$208.50

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HRW Bill	10/19/2021	NL	0.30	0.30	695.00		208.50
10/19/2021	HRW	NL	Research issue of FRE 408 and use of documents from mediation (0.3).		0.30	695.00	\$208.50
JAM Bill	10/20/2021	NL	6.80	6.80	1,245.00		8,466.00
10/20/2021	JAM	NL	Prepare for Dondero deposition (4.2); e-mails w/ L. Canty re: exhibits for Dondero deposition (0.2); Dondero deposition (cancelled) (0.2); tel c. w/ J. Seery re: notes litigation (0.3); e-mails w/ court reporter re: Seery deposition (0.1); e-mails w/ D. Rukavina, H. Winograd re: discovery (0.6); tel c. w/ J. Seery re: notes litigation (0.5); tel c. w/ G. Demo re: notes litigation (0.1); tel c. w/ D. Klos, K. Hendrix re: depositions in notes litigation (0.2); tel c. w/ J. Seery re: notes litigation (0.3); tel c. w/ B. Sharp re: forensic analysis of notes (0.1).		6.80	1245.00	\$8,466.00
LSC Bill	10/20/2021	NL	1.90	1.90	460.00		874.00
10/20/2021	LSC	NL	Prepare for anticipated Dondero and related entities deposition (ultimately canceled).		1.90	460.00	\$874.00
GVD Bill	10/20/2021	NL	0.10	0.10	950.00		95.00
10/20/2021	GVD	NL	Correspondence with J. Pomerantz re mediation issues		0.10	950.00	\$95.00
GVD Bill	10/20/2021	NL	0.10	0.10	950.00		95.00
10/20/2021	GVD	NL	Correspondence with H. Winograd re HCMFA notes litigation		0.10	950.00	\$95.00
HRW Bill	10/20/2021	NL	0.30	0.30	695.00		208.50
10/20/2021	HRW	NL	Review HCMFA discovery in notes litigation (0.3).		0.30	695.00	\$208.50
HRW Bill	10/20/2021	NL	0.10	0.10	695.00		69.50
10/20/2021	HRW	NL	Email G. Demo re: HCMFA adversary proceeding (0.1).		0.10	695.00	\$69.50
HRW	10/20/2021	NL	0.10	0.10	695.00		69.50

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Bill						
10/20/2021	HRW	NL	Email J. Morris re: HCMFA supplemental discovery in notes litigation (0.1).	0.10	695.00	\$69.50
HRW	10/20/2021	NL		0.10	0.10	695.00
Bill						
10/20/2021	HRW	NL	Review email from J. Morris re: document requests to HCMFA in notes litigation (0.1).	0.10	695.00	\$69.50
HRW	10/20/2021	NL		0.10	0.10	695.00
Bill						
10/20/2021	HRW	NL	Review email from HCMFA counsel re: Highland's document requests to HCMFA in notes litigation (0.1).	0.10	695.00	\$69.50
JNP	10/21/2021	NL		0.70	0.70	1,295.00
Bill						
10/21/2021	JNP	NL	Continue to prepare for motion to dismiss hearing.	0.70	1295.00	\$906.50
JAM	10/21/2021	NL		8.30	8.30	1,245.00
Bill						
10/21/2021	JAM	NL	E-mail to J. Vaughn, J. Seery, B. Sharp re: metadata for promissory notes (0.2); meet w/ J. Seery to prepare for deposition (0.8); review audited financials concerning "practice of forgivable loans" (0.6); tel c. w/ J. Seery, D. Klos re: "practice of forgivable loans" (0.1); prepare for J. Seery deposition (1.6); Seery deposition (4.8); tel c. w/ J. Pomerantz re: Seery deposition (0.2).	8.30	1245.00	\$10,333.50
GVD	10/21/2021	NL		2.10	2.10	950.00
Bill						
10/21/2021	GVD	NL	Attend J. Seery deposition (partial)	2.10	950.00	\$1,995.00
HRW	10/21/2021	NL		3.00	3.00	695.00
Bill						
10/21/2021	HRW	NL	Deposition of Jim Seery for notes litigation (3.0).	3.00	695.00	\$2,085.00
HRW	10/21/2021	NL		0.10	0.10	695.00
Bill						
10/21/2021	HRW	NL	Email J. Pomerantz re: notes litigation MTD (0.1).	0.10	695.00	\$69.50
HRW	10/21/2021	NL		0.20	0.20	695.00
Bill						

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Bill						
10/21/2021	HRW	NL	Review notes litigation MTD (0.2).	0.20	695.00	\$139.00
HRW	10/21/2021	NL	0.10	0.10	695.00	69.50
Bill						
10/21/2021	HRW	NL	Review J. Morris email re: legal research for MSJ and notes litigation (0.1).	0.10	695.00	\$69.50
JAM	10/22/2021	NL	3.70	3.70	1,245.00	4,606.50
Bill						
10/22/2021	JAM	NL	E-mail to D. Dandeneau re: Waterhouse transcript (0.2); e-mails w/ D. Klos re: proof of payment on loans (0.3); tel c. w/ J. Seery re: Seery deposition (0.2); e-mails w/ J. Vaughn, T. Surgent, G. Demo, H. Winograd re: metadata for the notes (0.4); tel c. w/ J. Vaughn, T. Surgent re: metadata for the notes (0.3); prepare for depositions (1.7); e-mail to L. Canty re: proof of payment document production (0.2); tel c. w/ J. Seery re: notes litigation (0.2); tel c. w/ J. Seery re: notes litigation (0.2).	3.70	1245.00	\$4,606.50
GVD	10/22/2021	NL	0.50	0.50	950.00	475.00
Bill						
10/22/2021	GVD	NL	Conference with J. Morris and J. Pomerantz re open issues in notes litigation	0.50	950.00	\$475.00
JAM	10/23/2021	NL	3.50	3.50	1,245.00	4,357.50
Bill						
10/23/2021	JAM	NL	E-mail to defense counsel re: discovery (0.4); e-mail to D. Deitz-Perez re: costs for cancelling Dondero deposition (0.1); e-mails w/ T. Surgent, P. Giep re: document production (0.2); prepare for depositions (2.7); tel c. w/ J. Seery re: facts, status, strategy of notes litigation (0.1).	3.50	1245.00	\$4,357.50
JAM	10/24/2021	NL	4.30	4.30	1,245.00	5,353.50
Bill						
10/24/2021	JAM	NL	Review documents and prepare for depositions (including sending documents to L. Canty, H. Winograd for production) (4.0); tel c. w/ J. Seery re: Notes Litigation facts and status (0.3).	4.30	1245.00	\$5,353.50

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HRW Bill	10/24/2021	NL	3.00	3.00	695.00		2,085.00
10/24/2021	HRW	NL	Draft second HCMFA notes complaint (3.0).		3.00	695.00	\$2,085.00
HRW Bill	10/24/2021	NL	0.20	0.20	695.00		139.00
10/24/2021	HRW	NL	Review documents for notes production (0.2).		0.20	695.00	\$139.00
JNP Bill	10/25/2021	NL	1.00	1.00	1,295.00		1,295.00
10/25/2021	JNP	NL	Continue to prepare for oral argument on motion to dismiss.		1.00	1295.00	\$1,295.00
JNP Bill	10/25/2021	NL	0.10	0.10	1,295.00		129.50
10/25/2021	JNP	NL	Review emails regarding notes litigation discovery.		0.10	1295.00	\$129.50
JAM Bill	10/25/2021	NL	8.00	8.00	1,245.00		9,960.00
10/25/2021	JAM	NL	Work on Dondero deposition outline (5.3); tel c. w/ J. Seery re: notes litigation (0.1); communications w/ H. Winograd, P. Jeffries re: document production (0.3); prep session w/ D. Klos, K. Hendrix, H. Winograd (1.5); e-mail to defense counsel re: document production (0.3); e-mails w/ defense counsel re: deposition schedule (0.1); tel c. w/ H. Winograd re: notes litigation (0.2); review HCMFA document production (0.2).		8.00	1245.00	\$9,960.00
GVD Bill	10/25/2021	NL	0.40	0.40	950.00		380.00
10/25/2021	GVD	NL	Review limited partnership agreement re fiduciary duty issues and correspondence with J. Pomerantz re same		0.40	950.00	\$380.00
GVD Bill	10/25/2021	NL	0.30	0.30	950.00		285.00
10/25/2021	GVD	NL	Review and comment on new note adversary for HCMFA		0.30	950.00	\$285.00

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HRW Bill	10/25/2021	NL		2.50 2.50	695.00		1,737.50
10/25/2021	HRW	NL	Review HCMFA supplemental documents (2.5).		2.50	695.00	\$1,737.50
HRW Bill	10/25/2021	NL		1.50 1.50	695.00		1,042.50
10/25/2021	HRW	NL	Review HCRE supplemental documents (1.5).		1.50	695.00	\$1,042.50
HRW Bill	10/25/2021	NL		0.10 0.10	695.00		69.50
10/25/2021	HRW	NL	Call with J. Morris re: Hendrix and Klos depo prep (0.1).		0.10	695.00	\$69.50
HRW Bill	10/25/2021	NL		1.50 1.50	695.00		1,042.50
10/25/2021	HRW	NL	Call with J. Morris, D. Klos, K. Hendrix re: depo prep (1.5).		1.50	695.00	\$1,042.50
HRW Bill	10/25/2021	NL		0.30 0.30	695.00		208.50
10/25/2021	HRW	NL	Review HCMFA supplemental production (0.3).		0.30	695.00	\$208.50
HRW Bill	10/25/2021	NL		0.30 0.30	695.00		208.50
10/25/2021	HRW	NL	Review notes litigation supplemental production (0.3).		0.30	695.00	\$208.50
HRW Bill	10/25/2021	NL		0.50 0.50	695.00		347.50
10/25/2021	HRW	NL	Edit and review HCMFA second notes complaint (0.5).		0.50	695.00	\$347.50
HRW Bill	10/25/2021	NL		0.20 0.20	695.00		139.00
10/25/2021	HRW	NL	Email J. Morris re: HCMFA notes discovery (0.2).		0.20	695.00	\$139.00
HRW Bill	10/25/2021	NL		1.50 1.50	695.00		1,042.50
10/25/2021	HRW	NL	Research issues for summary judgment in notes litigation (1.5).		1.50	695.00	\$1,042.50
JNP	10/26/2021	NL		0.40 0.40	1,295.00		518.00

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10/26/2021	JNP	NL	Conference with John A. Morris regarding depositions and strategy in notes litigation.	0.40	1295.00	\$518.00
JNP	10/26/2021	NL		1.10	1.10	1,295.00
Bill						1,424.50
10/26/2021	JNP	NL	Continue to review cases regarding preparation for hearing on motion to dismiss.	1.10	1295.00	\$1,424.50
JAM	10/26/2021	NL		9.20	9.20	1,245.00
Bill						11,454.00
10/26/2021	JAM	NL	Review of transcripts and begin outlining issues/facts (3.2); meet w/ D. Klos, K. Hendrix to prepare for depositions (2.7); tel c. w/ J. Pomerantz re: notes litigation (0.4); prepare for depositions, including review of expert report (1.8); e-mails w/ defense counsel re: discovery (0.4); meet w/ D. Klos re: Dondero compensation (0.4); tel c. w/ J. Pomerantz re: Dondero compensation and expert issues (0.3).	9.20	1245.00	\$11,454.00
GVD	10/26/2021	NL		0.40	0.40	950.00
Bill						380.00
10/26/2021	GVD	NL	Conference with J. Morris and D. Klos re preparation for Klos deposition	0.40	950.00	\$380.00
HRW	10/26/2021	NL		2.00	2.00	695.00
Bill						1,390.00
10/26/2021	HRW	NL	Research issues for consolidation of cases (2.0).	2.00	695.00	\$1,390.00
HRW	10/26/2021	NL		1.20	1.20	695.00
Bill						834.00
10/26/2021	HRW	NL	Draft errata for opposition to MTD (1.2).	1.20	695.00	\$834.00
HRW	10/26/2021	NL		0.80	0.80	695.00
Bill						556.00
10/26/2021	HRW	NL	Review notes litigation supplemental HCRE production (0.8).	0.80	695.00	\$556.00
HRW	10/26/2021	NL		0.10	0.10	695.00
Bill						69.50
10/26/2021	HRW	NL	Review J. Morris email to counsel re: Dondero production in notes litigation (0.1).	0.10	695.00	\$69.50



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					<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
HRW Bill	10/26/2021	NL	0.10	0.10	695.00		69.50
10/26/2021	HRW	NL	Review email from counsel re: Dondero notes production in notes litigation (0.1).		0.10	695.00	\$69.50
HRW Bill	10/26/2021	NL	0.20	0.20	695.00		139.00
10/26/2021	HRW	NL	Review Dondero responses to discovery requests in notes litigation (0.2).		0.20	695.00	\$139.00
HRW Bill	10/26/2021	NL	0.10	0.10	695.00		69.50
10/26/2021	HRW	NL	Email J. Morris re: HCRE supplemental production in notes litigation (0.1).		0.10	695.00	\$69.50
HRW Bill	10/26/2021	NL	0.10	0.10	695.00		69.50
10/26/2021	HRW	NL	Email J. Morris and J. Pomerantz re: errata for opposition to MTD in notes litigation (0.1).		0.10	695.00	\$69.50
HRW Bill	10/26/2021	NL	0.10	0.10	695.00		69.50
10/26/2021	HRW	NL	Email local counsel re: errata for opposition to MTD in notes litigation (0.1).		0.10	695.00	\$69.50
HRW Bill	10/26/2021	NL	0.10	0.10	695.00		69.50
10/26/2021	HRW	NL	Review email from local counsel re: errata for opposition to MTD in notes litigation (0.1).		0.10	695.00	\$69.50
JNP Bill	10/27/2021	NL	1.30	1.30	1,295.00		1,683.50
10/27/2021	JNP	NL	Continue to prepare for hearing on motion to dismiss.		1.30	1295.00	\$1,683.50
JNP Bill	10/27/2021	NL	0.30	0.30	1,295.00		388.50
10/27/2021	JNP	NL	Conference with Gregory V. Demo, John A. Morris and J. Seery regarding Klos and Hendrix depositions.		0.30	1295.00	\$388.50
JAM	10/27/2021	NL	9.00	9.00	1,245.00		11,205.00

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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Bill						
10/27/2021	JAM	NL	Prepare for depositions (0.6); e-mails w/ defense counsel re: document production (0.2); Hendrix and Klos depositions (7.7); tel c. w/ J. Seery, J. Pomerantz, G. Demo re: depositions (and certain unrelated matters) (0.5).	9.00	1245.00	\$11,205.00
GVD	10/27/2021	NL		0.50	0.50	950.00
Bill						475.00
10/27/2021	GVD	NL	Attend K. Hendrix deposition (partial)	0.50	950.00	\$475.00
HRW	10/27/2021	NL		0.50	0.50	695.00
Bill						347.50
10/27/2021	HRW	NL	Review HCMFA supplemental documents for notes litigations (0.5).	0.50	695.00	\$347.50
HRW	10/27/2021	NL		0.10	0.10	695.00
Bill						69.50
10/27/2021	HRW	NL	Email J. Morris re: HCMFA and HCRE supplemental documents for notes litigations (0.1).	0.10	695.00	\$69.50
HRW	10/27/2021	NL		2.00	2.00	695.00
Bill						1,390.00
10/27/2021	HRW	NL	Research re: summary judgment standard for notes litigations (2.0).	2.00	695.00	\$1,390.00
HRW	10/27/2021	NL		0.10	0.10	695.00
Bill						69.50
10/27/2021	HRW	NL	Email local counsel re: errata for opposition briefs to MTD (0.1).	0.10	695.00	\$69.50
HRW	10/27/2021	NL		1.00	1.00	695.00
Bill						695.00
10/27/2021	HRW	NL	Draft errata for opposition briefs to MTD (1.0).	1.00	695.00	\$695.00
HRW	10/27/2021	NL		3.00	3.00	695.00
Bill						2,085.00
10/27/2021	HRW	NL	Hendrix deposition for notes litigations (3.0).	3.00	695.00	\$2,085.00
HRW	10/27/2021	NL		2.50	2.50	695.00
Bill						1,737.50
10/27/2021	HRW	NL	Klos deposition for notes litigations (2.5).	2.50	695.00	\$1,737.50

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					<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
JNP Bill	10/28/2021	NL	2.00	2.00	1,295.00		2,590.00
10/28/2021	JNP	NL	Continue to prepare for hearing on motion to dismiss.	2.00	1295.00		\$2,590.00
JAM Bill	10/28/2021	NL	6.70	6.70	1,245.00		8,341.50
10/28/2021	JAM	NL	Amend six deposition notices (0.3); e-mail to counsel re: Dondero deposition (0.1); tel c. w/ J. Seery re: notes litigation (0.5); communications w/ L. Canty, P. Jeffries re: Dondero deposition and exhibits (0.6); tel c. w/ H. Winograd re: notes litigation (0.8); prepare for Dondero deposition (4.1); tel c. w/ G. Demo re: notes litigation (0.2); tel c. w/ D. Rukavina, H. Winograd re: witnesses (0.1).	6.70	1245.00		\$8,341.50
GVD Bill	10/28/2021	NL	0.20	0.20	950.00		190.00
10/28/2021	GVD	NL	Conference with J. Morris re potential expert discovery issues	0.20	950.00		\$190.00
GVD Bill	10/28/2021	NL	0.20	0.20	950.00		190.00
10/28/2021	GVD	NL	Conference with J. Morris re deposition issues re notes litigation	0.20	950.00		\$190.00
HRW Bill	10/28/2021	NL	0.80	0.80	695.00		556.00
10/28/2021	HRW	NL	Call with J. Morris re: notes litigations (0.8).	0.80	695.00		\$556.00
HRW Bill	10/28/2021	NL	0.10	0.10	695.00		69.50
10/28/2021	HRW	NL	Review email from counsel re: extension for expert reports in notes litigation (0.1).	0.10	695.00		\$69.50
HRW Bill	10/28/2021	NL	0.20	0.20	695.00		139.00
10/28/2021	HRW	NL	Send counsel supplemental production for notes litigations and related tasks (0.2).	0.20	695.00		\$139.00

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					<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
HRW Bill	10/28/2021	NL	7.00	7.00	695.00		4,865.00
10/28/2021	HRW	NL	Research re: summary judgment in notes litigation (7.0).		7.00	695.00	\$4,865.00
HRW Bill	10/28/2021	NL	0.20	0.20	695.00		139.00
10/28/2021	HRW	NL	Review and finalize errata for opposition briefs to MTD in notes litigation (0.2).		0.20	695.00	\$139.00
HRW Bill	10/28/2021	NL	0.20	0.20	695.00		139.00
10/28/2021	HRW	NL	Review and edit amended deposition notices in notes litigation (0.2).		0.20	695.00	\$139.00
HRW Bill	10/28/2021	NL	0.10	0.10	695.00		69.50
10/28/2021	HRW	NL	Email local counsel re: amended deposition notices in notes litigation (0.1).		0.10	695.00	\$69.50
JNP Bill	10/29/2021	NL	2.50	2.50	1,295.00		3,237.50
10/29/2021	JNP	NL	Continue preparing for hearing on motion to dismiss.		2.50	1295.00	\$3,237.50
JNP Bill	10/29/2021	NL	0.20	0.20	1,295.00		259.00
10/29/2021	JNP	NL	Conference with Jordan A. Kroop regarding overlap between motion to dismiss and motion to enforce in notes litigation.		0.20	1295.00	\$259.00
JNP Bill	10/29/2021	NL	0.10	0.10	1,295.00		129.50
10/29/2021	JNP	NL	Review of NexPoint motion to extend time to designate experts.		0.10	1295.00	\$129.50
JMF Bill	10/29/2021	NL	0.30	0.30	1,050.00		315.00
10/29/2021	JMF	NL	Review motions to extend expert discovery deadlines.		0.30	1050.00	\$315.00
JAM	10/29/2021	NL	11.90	11.90	1,245.00		14,815.50

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				<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Bill						
10/29/2021	JAM	NL	Prepare for Dondero deposition (4.2); Dondero deposition (including multiple calls with G. Demo, H. Winograd during breaks) (7.0); tel c. w/ G. Demo, H. Winograd re: post-deposition follow-up (0.5); tel c. w/ J. Seery re: Dondero deposition (0.2).	11.90	1245.00	\$14,815.50
GVD	10/29/2021	NL		2.80	2.80	950.00
Bill						
10/29/2021	GVD	NL	Attend deposition of J. Dondero (partial)	2.80	950.00	\$2,660.00
GVD	10/29/2021	NL		0.40	0.40	950.00
Bill						
10/29/2021	GVD	NL	Review emails re correspondence re prepayment allocation	0.40	950.00	\$380.00
GVD	10/29/2021	NL		1.00	1.00	950.00
Bill						
10/29/2021	GVD	NL	Multiple conferences with J. Morris and H. Winograd re status of Dondero deposition	1.00	950.00	\$950.00
HRW	10/29/2021	NL		5.00	5.00	695.00
Bill						
10/29/2021	HRW	NL	Dondero deposition for consolidated notes litigation (5.0).	5.00	695.00	\$3,475.00
HRW	10/29/2021	NL		1.00	1.00	695.00
Bill						
10/29/2021	HRW	NL	Research for summary judgment in consolidated notes litigation (1.0).	1.00	695.00	\$695.00
HRW	10/29/2021	NL		0.50	0.50	695.00
Bill						
10/29/2021	HRW	NL	Draft and review DC Sauter deposition subpoena and related documents (0.5).	0.50	695.00	\$347.50
HRW	10/29/2021	NL		0.20	0.20	695.00
Bill						
10/29/2021	HRW	NL	Email with local counsel re: DC Sauter deposition subpoena (0.2).	0.20	695.00	\$139.00

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HRW Bill	10/29/2021	NL	0.60	0.60	695.00		417.00
10/29/2021	HRW	NL	Calls with J. Morris and G. Demo re: Dondero deposition (0.6).		0.60	695.00	\$417.00
HRW Bill	10/29/2021	NL	0.20	0.20	695.00		139.00
10/29/2021	HRW	NL	Review Waterhouse deposition transcript (0.2).		0.20	695.00	\$139.00
HRW Bill	10/29/2021	NL	0.30	0.30	695.00		208.50
10/29/2021	HRW	NL	Review NexPoint motion to extend discovery deadlines (0.3).		0.30	695.00	\$208.50
HRW Bill	10/29/2021	NL	0.10	0.10	695.00		69.50
10/29/2021	HRW	NL	Email HCMFA counsel re: deposition subpoena (0.1).		0.10	695.00	\$69.50
JAM Bill	10/30/2021	NL	4.30	4.30	1,245.00		5,353.50
10/30/2021	JAM	NL	Review documents and prepared for Alan Johnson (expert) deposition (4.3).		4.30	1245.00	\$5,353.50
JAM Bill	10/31/2021	NL	5.00	5.00	1,245.00		6,225.00
10/31/2021	JAM	NL	Prepare for Johnson deposition and for summary judgment (4.8); tel c. w/ J. Seery re: notes litigation (0.2).		5.00	1245.00	\$6,225.00
HRW Bill	10/31/2021	NL	2.20	2.20	695.00		1,529.00
10/31/2021	HRW	NL	Research and related tasks for response to NexPoint's motion to extend discovery deadlines (2.2).		2.20	695.00	\$1,529.00
HRW Bill	10/31/2021	NL	0.80	0.80	695.00		556.00
10/31/2021	HRW	NL	Review productions in notes litigations (0.8).		0.80	695.00	\$556.00

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GVD Bill	11/01/2021	NL	0.10	0.10	950.00		95.00
11/01/2021	GVD	NL	Correspondence with J. Morris re filing of HCMFA adversary		0.10	950.00	\$95.00
GVD Bill	11/01/2021	NL	0.60	0.60	950.00		570.00
11/01/2021	GVD	NL	Conference with Quinn re status of notes litigation		0.60	950.00	\$570.00
JAK Bill	11/01/2021	NL	1.00	1.00	1,100.00		1,100.00
11/01/2021	JAK	NL	Strategy emails regarding reply to objection to motion to dismiss among Jeff Pomerantz, John Morris, and local co-counsel (0.5); review outline of argument for objection to motion to dismiss from Jeff Pomerantz (0.5);		1.00	1100.00	\$1,100.00
JAK Bill	11/01/2021	NL	0.90	0.90	1,100.00		990.00
11/01/2021	JAK	NL	Begin outlining argument for hearing on objection to motion for arbitration.		0.90	1100.00	\$990.00
GVD Bill	11/02/2021	NL	0.30	0.30	950.00		285.00
11/02/2021	GVD	NL	Conference with J. Morris re strategy for notes litigation		0.30	950.00	\$285.00
GVD Bill	11/03/2021	NL	1.20	1.20	950.00		1,140.00
11/03/2021	GVD	NL	Review draft arguments on motion to dismiss and motion to compel arbitration		1.20	950.00	\$1,140.00
GVD Bill	11/03/2021	NL	0.50	0.50	950.00		475.00
11/03/2021	GVD	NL	Initial conference with PSZJ team re preparation for oral argument (0.3); Attend follow up conference re preparation for oral argument (partial) (0.2)		0.50	950.00	\$475.00
GVD Bill	11/04/2021	NL	0.40	0.40	950.00		380.00
11/04/2021	GVD	NL	Conference with J. Morris re preparation for Dondero deposition		0.40	950.00	\$380.00

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## **EXHIBIT 181**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

In re	§	
	§	
HIGHLAND CAPITAL MANAGEMENT,	§	Chapter 11
L.P.,	§	
	§	Case No. 19-34054-sgj11
Debtor.	§	
<hr style="border: 0.5px solid black;"/>		
HIGHLAND CAPITAL MANAGEMENT,	§	
L.P.,	§	
	§	
Plaintiff,	§	
	§	
v.	§	Adv. No. 21-03004
	§	
HIGHLAND CAPITAL MANAGEMENT	§	
FUND ADVISORS, L.P.	§	
	§	
Defendant.	§	

**DECLARATION OF DENNIS C. SAUTER, JR.**

I, Dennis C. Sauter, Jr., hereby swear under oath and penalty of perjury pursuant to the laws of the United States of America that the following is true and correct to the best of my knowledge and belief:

1. My name is Dennis C. Sauter, Jr. I am over the age of 21, have never been convicted of a felony or crime of moral turpitude, and am otherwise qualified to give this Declaration. I have personal knowledge of the facts stated in this Declaration, or such facts are known to me from my review of the books and records of Highland Capital Management Fund Advisors, L.P. ("HCMFA").

2. I am an attorney licensed to practice law in the State of Texas and have been such since 2001.

3. While I provided limited legal services to Highland Capital Management, L.P. (the “Debtor”) and its affiliated entities as outside counsel before I became in-house counsel, those services were limited to real estate transactions having nothing to do with the facts discussed in this Declaration.

4. HCMFA is a registered advisor under the Investment Advisors Act of 1940. CITE. As such, HCMFA advises various independent funds, which, in turn, are investment vehicles for a large number of investors.

5. HCMFA has always had very few employees. During 2019, for example, HCMFA had only 7 to 9 employees.

6. Instead, most of the services needed by HCMFA to transact its business were provided by the Debtor pursuant to that certain *Second Amended and Restated Shared Services Agreement* dated February 8, 2013 (the “Shared Services Agreement”), a true and correct copy of which is attached hereto as Exhibit 1.

7. This was standard business practices for the Debtor and various other affiliated companies, including other advisers within the Debtor’s and its affiliates “complex” of businesses: the Debtor would employ most of the employees and then share those employees with HCMFA and other “complex” entities in exchange for payments by HCMFA and such other entities.

8. Thus, under the Shared Services Agreement, employees of the Debtor (many of whom were highly trained and specialized) provided many of the key services to HCMFA on an as-needed basis. These services included legal, accounting, regulatory, compliance, IT, and tax services, among others. Additionally, under the Shared Services Agreement the Debtor provided critical electronic infrastructure to HCMFA and other “complex” entities, such that the books and records, and e-mail communications, of HCMFA were actually stored on the Debtor’s server.

9. These facts are very important to the issues I will discuss below.

10. On January 22, 2021, the Debtor filed its *Complaint for (i) Breach of Contract and (ii) Turnover of Property of the Debtor's Estate* (the "Complaint") against HCMFA, thereby initiating this Adversary Proceeding.

11. The Complaint concerns two promissory notes each dated May 2, 2019 (the "Notes") that the Debtor seeks a judgment against HCMFA for: (i) a note for \$5 million; and (ii) a note for \$2.4 million.

12. On March 1, 2021, HCMFA filed its *Defendant's Original Answer* (the "Answer").

13. At the time that the Debtor filed the Complaint, I promptly undertook an internal review of the background facts concerning the Notes. I had no knowledge of them since I had not been employed by HCMFA, and the few employees of HCMFA had no knowledge of the Notes. I also discussed the Notes with James Dondero, formerly the CEO of the Debtor, and Mr. Dondero could not recall the genesis of the Notes. My review of the limited books and records of HCMFA that were not in the possession of the Debtor did not reveal any background facts regarding the Notes or the existence of the Notes.

14. Normally, I would have discussed the Notes with employees of the Debtor who also provided services to HCMFA pursuant to the Shared Services Agreement in order to assess what defenses or affirmative defenses to the Complaint existed. However, in this instance I was precluded from doing so.

15. First, attached hereto as Exhibit 2 is a true and correct copy of an e-mail exchange between me and Mr. James Seery dated September 17, 2020. Mr. Seery was and remains the Chief Executive Officer of the Debtor. As stated in Exhibit 2, Mr. Seery was informing me that Debtor employees had been instructed not to discuss with me anything that is "inimical" to the interests of the Debtor, and that they would be terminated if they did so. This e-mail communication comports with other communications between myself and Mr. Seery and/or Debtor's counsel,

where I was cautioned not to discuss with Debtor employees matters that may be adverse to the Debtor.

16. Second, by the time of the filing of the Complaint, the Court had entered a preliminary injunction against Mr. Dondero, a true and correct copy of which is attached hereto as Exhibit 3. That injunction prohibited Mr. Dondero from “directly or indirectly . . . communicating with any of the Debtor’s employees, except as it specifically relates to shared services currently provided.” As the information concerning the Notes was background information and not related to “services currently provided,” I was concerned that, if I discussed the Notes with the Debtor’s employees, the Debtor would argue that either Mr. Dondero or I violated the Court’s injunction.

17. In sum, after the Complaint was filed, no one at HCMFA knew anything about the Notes, and I was precluded from contacting the people that would have known something about the notes, *i.e.* the Debtor’s employees, to discuss what they may have known. I also had very limited access to HCMFA books and records and, even if I had had full access, I would not have known what relevant books and records to search for in the many millions of files without first obtaining a generalized background of the facts regarding the Notes from Debtor employees.

18. I then worked with outside counsel at Munsch Hardt Kopf & Harr, P.C. to review the Complaint and prepare and file the Answer. That original Answer did not contain any affirmative defenses because, as explained above, no one at HCMFA knew of any facts that might give rise to an affirmative defense.

19. The situation changed by mid-April, 2021. As of late February, 2021, the Debtor terminated the Shared Services Agreement and terminated most of its former employees. Many of those employees then formed their own company, Skyview Group, which then contracted with HCMFA (and others) to continue providing essentially the same services that they had previously provided under the Shared Services Agreement. Additionally, the Debtor provided access to

HCMFA of much of its books and records (although not all). Thus, as of March, 2021, I was able to communicate with most former Debtor employees and to access the books and records of HCMFA without fear of violating any court order.

20. March, 2021, was exceedingly busy, to say the least. With the termination of the Shared Services Agreement, HCMFA, other entities that I am general counsel to, and I were preoccupied with transitioning the services that the Debtor had been providing for more than a decade to a new entity, using new infrastructure, new offices, new networks, etc., all for the primary goal of ensuring a smooth and uninterrupted continuity of business and services provided by HCMFA and others to third parties.

21. By mid-April, 2021, the situation had calmed down to the point that I was able to discuss the Notes with former employees, most importantly Frank Waterhouse (“Waterhouse”) and Will Mabry (“Mabry”). Mabry in particular was able to provide me internal documents and memorandums that I had not previously known about or had access to that helped with the factual background of the Notes.

22. From these discussions and documents, I have been able to understand the factual background concerning the Notes, ultimately concluding that the Notes were signed by mistake by Waterhouse without authority from HCMFA and have no consideration and were never intended to be debt instruments of HCMFA.

23. My investigation has revealed the following.

24. One of the funds that HCMFA advises is Highland Global Allocation Fund (“GAF”). In March, 2018, GAF sold equity interests it held in TerreStar. As part of this, it was necessary to calculate the “net asset value” (“NAV”) of these securities and of GAF assets. HCMFA was responsible for advising on the NAV. In turn, pursuant to the Shared Services Agreement and in accordance with applicable compliance and operating procedures, the Debtor

was responsible to HCMFA to calculate the NAV, and the Debtor had several employees charged with these and similar calculations as part of the Debtor's routine business services and as part of what the Debtor regularly provided to HCMFA and affiliated companies.

25. The Debtor made a mistake in calculating the NAV (the "NAV Error"). The NAV Error was discovered in early 2019 as GAF was being converted from an open-ended fund to a closed-ended fund. The Securities and Exchange Commission opened an investigation, and various employees and representatives of the Debtor, HCMFA, and GAF worked with the SEC to correct the error and to compensate GAF and the various investors in GAF harmed by the NAV Error.

26. Ultimately, and working with the SEC, the Debtor determined that the losses from the NAV Error to GAF and its shareholders amounted to \$7.5 million: (i) \$6.1 million for the NAV Error itself, as well as rebating related advisor fees and processing costs; and (ii) \$1.4 million of losses to the shareholders of GAF.

27. HCMFA accepted responsibility for the NAV Error and paid out \$5,186,496 on February 15, 2019 and \$2,398,842 on May 21, 2019. I am not sure of the flow of funds, whether the funds flowed through HCMFA or were paid by the Debtor on behalf of HCMFA, and discovery will likely clear that up. Either way, however, the payments were of HCMFA funds and on behalf of HCMFA.

28. In turn, the Debtor accepted responsibility to HCMFA for having caused the NAV Error, and the Debtor ultimately, whether through insurance or its own funds, compensated HCMFA for the above payments.

29. Returning to the Notes, Waterhouse was the Chief Financial Officer of both the Debtor and HCMFA during the above events and at the time he signed the Notes.

30. It appears clear that Waterhouse made a mistake in preparing and signing the Notes. First, , the Notes correspond very closely to the ultimate \$5,186,496 and \$2,398,842 payments. Second, it appears that Waterhouse assumed, incorrectly, that the funds being paid by the Debtor were a loan to HCMFA, instead of payments as compensation and restitution to HCMFA for the Debtor having caused the NAV Error. Third, it therefore appears that Waterhouse prepared the Notes for some internal accounting or other purpose, but without there being actual consideration for the Notes and without any intention on the part of the Debtor and HCMFA that there be Notes or that there be a loan transaction.

31. I also note that, as of May, 2019, HCMFA had executed other demand notes payable to the Debtor. On April 15, 2019, the Debtor executed that certain *Acknowledgement from HCMLP*, a true and correct copy of which is attached hereto as Exhibit 4. By the same, the Debtor agreed not to demand payment of these notes prior to May 31, 2021, because HCMFA believed that it would not be able to repay those notes prior to that time. It is illogical that, in light of the same, the Debtor would shortly thereafter lend an additional \$7.4 million to HCMFA. Rather, as my investigation has shown, the Debtor did not lend the funds to HCMFA but instead paid the funds, directly or indirectly, to compensate HCMFA for the NAV Error, which was the Debtor's error and therefore its obligation to correct and compensate for.

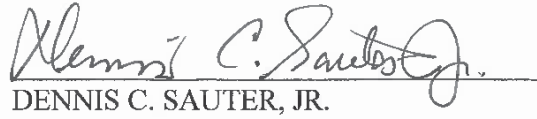
32. Therefore, in light of having learned of these facts in mid to late-April, 2019, HCMFA now believes that it has affirmative defenses to the Notes in the nature of mutual mistake, void for lack of consideration, and no proper authority of Waterhouse to sign the Notes.

33. Neither I, nor HCMFA, nor any of HCMFA's agents, have been less than diligent in investigating the Notes and the Complaint.

34. HCMFA respectfully requests that it be granted leave to assert these affirmative defenses in the Adversary Proceeding.



Signed: May 21, 2021

  
DENNIS C. SAUTER, JR.

## SECOND AMENDED AND RESTATED SHARED SERVICES AGREEMENT

THIS SECOND AMENDED AND RESTATED SHARED SERVICES AGREEMENT (this “**Agreement**”) is entered into to be effective as of 8<sup>th</sup> day of February, 2013 (the “**Effective Date**”) by and among Highland Capital Management, L.P., a Delaware limited partnership (“**HCMLP**”), and Highland Capital Management Fund Advisors, L.P., formerly known as Pyxis Capital, L.P., a Delaware limited partnership (“**HCMFA**”), and any affiliate of HCMFA that becomes a party hereto. Each of the signatories hereto is individually a “**Party**” and collectively the “**Parties**”.

### RECITALS

A. During the Term, HCMLP will provide to HCMFA certain services as more fully described herein and the Parties desire to allocate the costs incurred for such services and assets among them in accordance with the terms and conditions in this Agreement.

### AGREEMENT

In consideration of the foregoing recitals and the mutual covenants and conditions contained herein, the Parties agree, intending to be legally bound, as follows:

### ARTICLE I DEFINITIONS

“**Actual Cost**” means, with respect to any period hereunder, one hundred percent (100%) of the actual costs and expenses caused by, incurred or otherwise arising from or relating to (i) the Shared Services and (ii) the Shared Assets, in each case during such period.

“**Affiliate**” means a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, a specified Person. The term “**control**” (including, with correlative meanings, the terms “**controlled by**” and “**under common control with**”) means the possession of the power to direct the management and policies of the referenced Person, whether through ownership interests, by contract or otherwise.

“**Agreement**” has the meaning set forth in the preamble.

“**Allocation Percentage**” has the meaning set forth in Section 4.01.

“**Applicable Margin**” shall mean an additional amount equal to 5% of all costs allocated by Service Provider to the other parties hereto under Article IV; provided that the parties may agree on a different margin percentage as to any item or items to the extent the above margin percentage, together with the allocated cost of such item or service, would not reflect an arm’s length value of the particular service or item allocated.

“**Change**” has the meaning set forth in Section 2.02(a).

“**Change Request**” has the meaning set forth in Section 2.02(b).

“**Code**” means the Internal Revenue Code of 1986, as amended, and the related regulations and published interpretations.

“**Effective Date**” has the meaning set forth in the preamble.

“**Governmental Entity**” means any government or any regulatory agency, bureau, board, commission, court, department, official, political subdivision, tribunal or other instrumentality of any government, whether federal, state or local, domestic or foreign.

“**Liabilities**” means any cost, liability, indebtedness, obligation, co-obligation, commitment, expense, claim, deficiency, guaranty or endorsement of or by any Person of any nature (whether direct or indirect, known or unknown, absolute or contingent, liquidated or unliquidated, due or to become due, accrued or unaccrued, matured or unmatured).

“**Loss**” means any cost, damage, disbursement, expense, liability, loss, obligation, penalty or settlement, including interest or other carrying costs, legal, accounting and other professional fees and expenses incurred in the investigation, collection, prosecution and defense of claims and amounts paid in settlement, that may be imposed on or otherwise incurred or suffered by the referenced Person; provided, however, that the term “**Loss**” will not be deemed to include any special, exemplary or punitive damages, except to the extent such damages are incurred as a result of third party claims.

“**New Shared Service**” has the meaning set forth in Section 2.03.

“**Party**” or “**Parties**” has the meaning set forth in the preamble.

“**Person**” means an association, a corporation, an individual, a partnership, a limited liability company, a trust or any other entity or organization, including a Governmental Entity.

“**Quarterly Report**” has the meaning set forth in Section 5.01.

“**Recipient**” means HCMFA and any of HCMFA’s direct or indirect Subsidiaries or managed funds or accounts in their capacity as a recipient of the Shared Services and/or Shared Assets.

“**Service Provider**” means any of HCMLP and its direct or indirect Subsidiaries in its capacity as a provider of Shared Services or Shared Assets.

“**Service Standards**” has the meaning set forth in Section 6.01.

“**Shared Assets**” shall have the meaning set forth in Section 3.02.

“**Shared Services**” shall have the meaning set forth in Section 2.01.

“**Subsidiary**” means, with respect to any Person, any Person in which such Person has a direct or indirect equity ownership interest in excess of 50%.

“**Tax**” or “**Taxes**” means: (i) all state and local sales, use, value-added, gross receipts, foreign, privilege, utility, infrastructure maintenance, property, federal excise and similar levies, duties and other similar tax-like charges lawfully levied by a duly constituted taxing authority against or upon the Shared Services and the Shared Assets; and (ii) tax-related surcharges or fees that are related to the Shared Services and the Shared Assets identified and authorized by applicable tariffs.

“**Term**” has the meaning set forth in Section 7.01.

## ARTICLE II SHARED SERVICES

Section 2.01 Services. During the Term, Service Provider will provide Recipient with Shared Services, including without limitation, all of the (i) finance and accounting services, (ii) human resources services, (iii) marketing services, (iv) legal services, (v) corporate services, (vi) information technology services, and (vii) operations services; each as requested by HCMFA and as described more fully on Annex A attached hereto, the “*Shared Services*”), it being understood that personnel providing Shared Services may be deemed to be employees of HCMFA to the extent necessary for purposes of the Investment Advisers Act of 1940, as amended.

### Section 2.02 Changes to the Shared Services.

(a) During the Term, the Parties may agree to modify the terms and conditions of a Service Provider’s performance of any Shared Service in order to reflect new procedures, processes or other methods of providing such Shared Service, including modifying the applicable fees for such Shared Service to reflect the then current fair market value of such service (a “*Change*”). The Parties will negotiate in good faith the terms upon which a Service Provider would be willing to provide such New Shared Service to Recipient.

(b) The Party requesting a Change will deliver a description of the Change requested (a “*Change Request*”) and no Party receiving a Change Request may unreasonably withhold, condition or delay its consent to the proposed Change.

(c) Notwithstanding any provision of this Agreement to the contrary, a Service Provider may make: (i) Changes to the process of performing a particular Shared Service that do not adversely affect the benefits to Recipient of Service Provider’s provision or quality of such Shared Service in any material respect or increase Recipient’s cost for such Shared Service; (ii) emergency Changes on a temporary and short-term basis; and/or (iii) Changes to a particular Shared Service in order to comply with applicable law or regulatory requirements, in each case without obtaining the prior consent of Recipient. A Service Provider will notify Recipient in writing of any such Change as follows: in the case of clauses (i) and (iii) above, prior to the implementation of such Change, and, in the case of clause (ii) above, as soon as reasonably practicable thereafter.

Section 2.03 New Shared Services. The Parties may, from time to time during the Term of this Agreement, negotiate in good faith for Shared Services not otherwise specifically listed in Section 2.01 (a “*New Shared Service*”). Any agreement between the Parties on the terms for a New Shared Service must be in accordance with the provisions of Article IV and Article V hereof, will be deemed to be an amendment to this Agreement and such New Shared Service will then be a “*Shared Service*” for all purposes of this Agreement.

Section 2.04 Subcontractors. Nothing in this Agreement will prevent Service Provider from, with the consent of Recipient, using subcontractors, hired with due care, to perform all or any part of a Shared Service hereunder. A Service Provider will remain fully responsible for the performance of its obligations under this Agreement in accordance with its terms, including any obligations it performs through subcontractors, and a Service Provider will be solely responsible for payments due to its subcontractors.

### ARTICLE III SHARED ASSETS

Section 3.01 Shared IP Rights. Each Service Provider hereby grants to Recipient a non-exclusive right and license to use the intellectual property and other rights granted or licensed, directly or indirectly, to such Service Provider (the “**Shared IP Rights**”) pursuant to third party intellectual property Agreements (“**Third Party IP Agreements**”), provided that the rights granted to Recipient hereunder are subject to the terms and conditions of the applicable Third Party IP Agreement, and that such rights shall terminate, as applicable, upon the expiration or termination of the applicable Third Party IP Agreement. Recipient shall be licensed to use the Shared IP Rights only for so long as it remains an Affiliate of HCMLP. In consideration of the foregoing licenses, Recipient agrees to take such further reasonable actions as a Service Provider deems to be necessary or desirable to comply with its obligations under the Third Party IP Agreements.

Section 3.02 Other Shared Assets. Subject to Section 3.01, each Service Provider hereby grants Recipient the right, license or permission, as applicable, to use and access the benefits under the agreements, contracts and licenses that such Service Provider will purchase, acquire, become a party or beneficiary to or license on behalf of Recipient (the “**Future Shared Assets**” and collectively with the Shared IP Rights, the “**Shared Assets**”).

### ARTICLE IV COST ALLOCATION

Section 4.01 Actual Cost Allocation Formula. The Actual Cost of any item relating to any Shared Services or Shared Assets shall be allocated based on the Allocation Percentage. For purposes of this Agreement, “**Allocation Percentage**” means:

- (a) To the extent 100% of such item is demonstrably attributable to HCMFA, 100% of the Actual Cost of such item shall be allocated to HCMFA as agreed by HCMFA;
- (b) To the extent a specific percentage of use of such item can be determined (e.g., 70% for HCMLP and 30% for HCMFA), that specific percentage of the Actual Cost of such item will be allocated to HCMLP or HCMFA, as applicable and as agreed by HCMFA; and
- (c) All other portions of the Actual Cost of any item that cannot be allocated pursuant to clause (a) or (b) above shall be allocated between HCMLP and HCMFA in such proportion as is agreed in good faith between the parties.

Section 4.02 Non-Cash Cost Allocation. The actual, fully burdened cost of any item relating to any Shared Services or Shared Assets that does not result in a direct, out of pocket cash expense may be allocated to HCMLP and HCMFA for financial statement purposes only, as agreed by HCMFA, without any corresponding cash reimbursement required, in accordance with generally accepted accounting principles, based on the Allocation Percentage principles described in Section 4.01 hereof.

### ARTICLE V PAYMENT OF COST AND REVENUE SHARE; TAXES

Section 5.01 Quarterly Statements. Within thirty (30) days following the end of each calendar quarter during the Term (or at such time as may be otherwise agreed by the parties), each Service Provider shall furnish the other Parties hereto with a written statement with respect to the Actual Cost paid by it in respect of Shared Services and Shared Assets provided by it, in each case, during such

period, setting forth (i) the cost allocation in accordance with Article IV hereof together with the Applicable Margin on such allocated amounts, and (ii) any amounts paid pursuant to Section 5.02 hereof, together with such other data and information necessary to complete the items described in Section 5.03 hereof (hereinafter referred to as the “*Quarterly Report*”).

Section 5.02 Settlement Payments. At any time during the Term, any Party may make payment of the amounts that are allocable to such Party together with the Applicable Margin related thereto, regardless of whether an invoice pursuant to Section 5.03 hereof has been issued with respect to such amounts.

Section 5.03 Determination and Payment of Cost and Revenue Share.

(a) Within ten (10) days of the submission of the Quarterly Report described in Section 5.02 hereof (or at such other time as may be agreed by the parties), the Parties shall (i) agree on the cost share of each of the Parties and Applicable Margin as calculated pursuant to the provisions of this Agreement; and (ii) prepare and issue invoices for the cost share and Applicable Margin payments that are payable by any of the Parties.

(b) Within ten (10) days of preparation of the agreement and the issuance of the invoice described in Section 5.03(a) (or at such other time as may be agreed by the parties), the Parties shall promptly make payment of the amounts that are set forth on such cost allocation invoice. Notwithstanding anything in this Agreement to the contrary, provision of the Shared Services shall commence from the Effective Date, but no fees shall be payable from Recipient or otherwise accrue with respect to such services provided during the month of December 2011.

Section 5.04 Taxes.

(a) Recipient is responsible for and will pay all Taxes applicable to the Shared Services and the Shared Assets provided to Recipient, provided, that such payments by Recipient to Service Provider will be made in the most tax-efficient manner and provided further, that Service Provider will not be subject to any liability for Taxes applicable to the Shared Services and the Shared Assets as a result of such payment by Recipient. Service Provider will collect such Tax from Recipient in the same manner it collects such Taxes from other customers in the ordinary course of Service Provider’s business, but in no event prior to the time it invoices Recipient for the Shared Services and Shared Assets, costs for which such Taxes are levied. Recipient may provide Service Provider with a certificate evidencing its exemption from payment of or liability for such Taxes.

(b) Service Provider will reimburse Recipient for any Taxes collected from Recipient and refunded to Service Provider. In the event a Tax is assessed against Service Provider that is solely the responsibility of Recipient and Recipient desires to protest such assessment, Recipient will submit to Service Provider a statement of the issues and arguments requesting that Service Provider grant Recipient the authority to prosecute the protest in Service Provider’s name. Service Provider’s authorization will not be unreasonably withheld. Recipient will finance, manage, control and determine the strategy for such protest while keeping Service Provider reasonably informed of the proceedings. However, the authorization will be periodically reviewed by Service Provider to determine any adverse impact on Service Provider, and Service Provider will have the right to reasonably withdraw such authority at any time. Upon notice by Service Provider that it is so withdrawing such authority, Recipient will expeditiously terminate all proceedings. Any adverse consequences suffered by Recipient as a result of the withdrawal will be submitted to arbitration pursuant to Section 9.14. Any contest for Taxes brought by Recipient may not result in any lien attaching to any property or rights of Service Provider or otherwise jeopardize Service Provider’s interests or rights in any of its property. Recipient agrees to

indemnify Service Provider for all Losses that Service Provider incurs as a result of any such contest by Recipient.

(c) The provisions of this Section 5.04 will govern the treatment of all Taxes arising as a result of or in connection with this Agreement notwithstanding any other Article of this Agreement to the contrary.

## ARTICLE VI SERVICE PROVIDER RESPONSIBILITIES

Section 6.01 Service Provider General Obligations. Service Provider will provide the Shared Services and the Shared Assets to Recipient on a non-discriminatory basis and will provide the Shared Services and the Shared Assets in the same manner as if it were providing such services and assets on its own account (the “*Service Standards*”). Service Provider will conduct its duties hereunder in a lawful manner in compliance with applicable laws, statutes, rules and regulations and in accordance with the Service Standards, including, for avoidance of doubt, laws and regulations relating to privacy of customer information.

Section 6.02 Books and Records; Access to Information. Service Provider will keep and maintain books and records on behalf of Recipient in accordance with past practices and internal control procedures. Recipient will have the right, at any time and from time to time upon reasonable prior notice to Service Provider, to inspect and copy (at its expense) during normal business hours at the offices of Service Provider the books and records relating to the Shared Services and Shared Assets, with respect to Service Provider’s performance of its obligations hereunder. This inspection right will include the ability of Recipient’s financial auditors to review such books and records in the ordinary course of performing standard financial auditing services for Recipient (but subject to Service Provider imposing reasonable access restrictions to Service Provider’s and its Affiliates’ proprietary information and such financial auditors executing appropriate confidentiality agreements reasonably acceptable to Service Provider). Service Provider will promptly respond to any reasonable requests for information or access. For the avoidance of doubt, all books and records kept and maintained by Service Provider on behalf of Recipient shall be the property of Recipient, and Service Provider will surrender promptly to Recipient any of such books or records upon Recipient’s request (provided that Service Provider may retain a copy of such books or records) and shall make all such books and records available for inspection and use by the Securities and Exchange Commission or any person retained by Recipient at all reasonable times. Such records shall be maintained by Service Provider for the periods and in the places required by laws and regulations applicable to Recipient.

Section 6.03 Return of Property and Equipment. Upon expiration or termination of this Agreement, Service Provider will be obligated to return to Recipient, as soon as is reasonably practicable, any equipment or other property or materials of Recipient that is in Service Provider’s control or possession.

## ARTICLE VII TERM AND TERMINATION

Section 7.01 Term. The term of this Agreement will commence as of the Effective Date and will continue in full force and effect until the first anniversary of the Effective Date (the “*Term*”), unless terminated earlier in accordance with Section 9.02. The Term shall automatically renew for successive one year periods unless sooner terminated under Section 7.02.



Section 7.02 Termination. Either Party may terminate this Agreement, with or without cause, upon at least 60 days advance written notice at any time prior to the expiration of the Term.

## ARTICLE VIII LIMITED WARRANTY

Section 8.01 Limited Warranty. Service Provider will perform the Shared Services hereunder in accordance with the Service Standards. Except as specifically provided in this Agreement, Service Provider makes no express or implied representations, warranties or guarantees relating to its performance of the Shared Services and the granting of the Shared Assets under this Agreement, including any warranty of merchantability, fitness, quality, non-infringement of third party rights, suitability or adequacy of the Shared Services and the Shared Assets for any purpose or use or purpose. Service Provider will (to the extent possible and subject to Service Provider's contractual obligations) pass through the benefits of any express warranties received from third parties relating to any Shared Service and Shared Asset, and will (at Recipient's expense) assist Recipient with any warranty claims related thereto.

## ARTICLE IX MISCELLANEOUS

Section 9.01 No Partnership or Joint Venture; Independent Contractor. Nothing contained in this Agreement will constitute or be construed to be or create a partnership or joint venture between or among HCMLP or HCMFA or their respective successors or assigns. The Parties understand and agree that, with the exception of the procurement by Service Provider of licenses or other rights on behalf of Recipient pursuant to Section 3.01, this Agreement does not make any of them an agent or legal representative of the other for any purpose whatsoever. With the exception of the procurement by Service Provider of licenses or other rights on behalf of Recipient pursuant to Section 3.01, no Party is granted, by this Agreement or otherwise, any right or authority to assume or create any obligation or responsibilities, express or implied, on behalf of or in the name of any other Party, or to bind any other Party in any manner whatsoever. The Parties expressly acknowledge that Service Provider is an independent contractor with respect to Recipient in all respects, including with respect to the provision of the Shared Services.

Section 9.02 Amendments; Waivers. Except as expressly provided herein, this Agreement may be amended only by agreement in writing of all Parties. No waiver of any provision nor consent to any exception to the terms of this Agreement or any agreement contemplated hereby will be effective unless in writing and signed by all of the Parties affected and then only to the specific purpose, extent and instance so provided. No failure on the part of any Party to exercise or delay in exercising any right hereunder will be deemed a waiver thereof, nor will any single or partial exercise preclude any further or other exercise of such or any other right.

Section 9.03 Schedules and Exhibits; Integration. Each Schedule and Exhibit delivered pursuant to the terms of this Agreement must be in writing and will constitute a part of this Agreement, although schedules need not be attached to each copy of this Agreement. This Agreement, together with such Schedules and Exhibits constitutes the entire agreement among the Parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the Parties in connection therewith.

Section 9.04 Further Assurances. Each Party will take such actions as any other Party may reasonably request or as may be necessary or appropriate to consummate or implement the transactions contemplated by this Agreement or to evidence such events or matters.



Section 9.05 Governing Law. This Agreement and the legal relations between the Parties will be governed by and construed in accordance with the laws of the State of Texas applicable to contracts made and performed in such State and without regard to conflicts of law doctrines unless certain matters are preempted by federal law.

Section 9.06 Assignment. Except as otherwise provided hereunder, neither this Agreement nor any rights or obligations hereunder are assignable by one Party without the express prior written consent of the other Parties.

Section 9.07 Headings. The descriptive headings of the Articles, Sections and subsections of this Agreement are for convenience only and do not constitute a part of this Agreement.

Section 9.08 Counterparts. This Agreement and any amendment hereto or any other agreement delivered pursuant hereto may be executed in one or more counterparts and by different Parties in separate counterparts. All counterparts will constitute one and the same agreement and will become effective when one or more counterparts have been signed by each Party and delivered to the other Parties.

Section 9.09 Successors and Assigns; No Third Party Beneficiaries. This Agreement is binding upon and will inure to the benefit of each Party and its successors or assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other Person or Governmental Entity any rights or remedies of any nature whatsoever under or by reason of this Agreement.

Section 9.10 Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given: (i) immediately when personally delivered; (ii) when received by first class mail, return receipt requested; (iii) one day after being sent for overnight delivery by Federal Express or other overnight delivery service; or (iv) when receipt is acknowledged, either electronically or otherwise, if sent by facsimile, telecopy or other electronic transmission device. Notices, demands and communications to the other Parties will, unless another address is specified by such Parties in writing, be sent to the addresses indicated below:

If to HCMLP, addressed to:

Highland Capital Management, L.P.  
300 Crescent Court, Suite 700  
Dallas, Texas 75201  
Attention: General Counsel  
Fax: (972) 628-4147

If to HCMFA, addressed to:

Highland Capital Management Fund Advisors, L.P.  
300 Crescent Court, Suite 700  
Dallas, Texas 75201  
Attention: General Counsel  
Fax: (972) 628-4147

Section 9.11 Expenses. Except as otherwise provided herein, the Parties will each pay their own expenses incident to the negotiation, preparation and performance of this Agreement, including the fees, expenses and disbursements of their respective investment bankers, accountants and counsel.

Section 9.12 Waiver. No failure on the part of any Party to exercise or delay in exercising any right hereunder will be deemed a waiver thereof, nor will any single or partial exercise preclude any further or other exercise of such or any other right.

Section 9.13 Severability. If any provision of this Agreement is held to be unenforceable for any reason, it will be adjusted rather than voided, if possible, to achieve the intent of the Parties. All other provisions of this Agreement will be deemed valid and enforceable to the extent possible.

Section 9.14 Arbitration; Jurisdiction. Notwithstanding anything contained in this Agreement or the Annexes hereto to the contrary, in the event there is an unresolved legal dispute between the parties and/or any of their respective officers, directors, partners, employees, agents, affiliates or other representatives that involves legal rights or remedies arising from this Agreement, the parties agree to submit their dispute to binding arbitration under the authority of the Federal Arbitration Act; provided, however, that either party or such applicable affiliate thereof may pursue a temporary restraining order and/or preliminary injunctive relief in connection with confidentiality covenants or agreements binding on the other party, with related expedited discovery for the parties, in a court of law, and, thereafter, require arbitration of all issues of final relief. The Arbitration will be conducted by the American Arbitration Association, or another, mutually agreeable arbitration service. The arbitrator(s) shall be duly licensed to practice law in the State of Texas. The discovery process shall be limited to the following: Each side shall be permitted no more than (i) two party depositions of six hours each. Each deposition is to be taken pursuant to the Texas Rules of Civil Procedure; (ii) one non-party deposition of six hours; (iii) twenty-five interrogatories; (iv) twenty-five requests for admission; (v) ten requests for production. In response, the producing party shall not be obligated to produce in excess of 5,000 total pages of documents. The total pages of documents shall include electronic documents; (vi) one request for disclosure pursuant to the Texas Rules of Civil Procedure. Any discovery not specifically provided for in this paragraph, whether to parties or non-parties, shall not be permitted. The arbitrator(s) shall be required to state in a written opinion all facts and conclusions of law relied upon to support any decision rendered. No arbitrator will have authority to render a decision that contains an outcome determinative error of state or federal law, or to fashion a cause of action or remedy not otherwise provided for under applicable state or federal law. Any dispute over whether the arbitrator(s) has failed to comply with the foregoing will be resolved by summary judgment in a court of law. In all other respects, the arbitration process will be conducted in accordance with the American Arbitration Association's dispute resolution rules or other mutually agreeable, arbitration service rules. The party initiating arbitration shall pay all arbitration costs and arbitrator's fees, subject to a final arbitration award on who should bear costs and fees. All proceedings shall be conducted in Dallas, Texas, or another mutually agreeable site. Each party shall bear its own attorneys fees, costs and expenses, including any costs of experts, witnesses and/or travel, subject to a final arbitration award on who should bear costs and fees. The duty to arbitrate described above shall survive the termination of this Agreement. Except as otherwise provided above, the parties hereby waive trial in a court of law or by jury. All other rights, remedies, statutes of limitation and defenses applicable to claims asserted in a court of law will apply in the arbitration.

Section 9.15 General Rules of Construction. For all purposes of this Agreement and the Exhibits and Schedules delivered pursuant to this Agreement: (i) the terms defined in Article I have the meanings assigned to them in Article I and include the plural as well as the singular; (ii) all accounting terms not otherwise defined herein have the meanings assigned under GAAP; (iii) all references in this Agreement to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of the body of this Agreement; (iv) pronouns of either gender or neuter will include, as appropriate, the other pronoun forms; (v) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision; (vi) "or" is not exclusive; (vii) "including" and "includes" will be deemed to be followed by "but not limited to" and "but is not limited to, "respectively; (viii) any definition of or

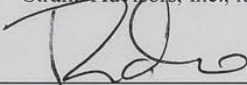
reference to any law, agreement, instrument or other document herein will be construed as referring to such law, agreement, instrument or other document as from time to time amended, supplemented or otherwise modified; and (ix) any definition of or reference to any statute will be construed as referring also to any rules and regulations promulgated thereunder.

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IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.


**HIGHLAND CAPITAL MANAGEMENT, L.P.**

By: Strand Advisors, Inc., its general partner

By:   
Name: James Dondero  
Title: President

**HIGHLAND CAPITAL MANAGEMENT FUND  
ADVISORS, L.P.**

By: Strand Advisors XVI, Inc., its general partner

By:   
Name: Brian Mitts  
Title: Assistant Secretary

**Annex A**

**Shared Services**

Compliance

General compliance  
Compliance systems

Facilities

Equipment  
General Overhead  
Office Supplies  
Rent & Parking

Finance & Accounting

Book keeping  
Cash management  
Cash forecasting  
Credit facility reporting  
Financial reporting  
Accounts payable  
Accounts receivable  
Expense reimbursement  
Vendor management

HR

Drinks/snacks  
Lunches  
Recruiting

IT

General support & maintenance (OMS, development, support)  
Telecom (cell, phones, broadband)  
WSO

Legal

Corporate secretarial services  
Document review and preparation  
Litigation support  
Management of outside counsel

Marketing and PR

Public relations

Tax

Tax audit support  
Tax planning  
Tax prep and filing

Investments

Investment research on an ad hoc basis as requested by HCMFA

Valuation Committee

Trading

Trading desk services

Operations

Trade settlement

**Rukavina, Davor**

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**From:** James Seery <jpseeryjr@gmail.com>  
**Sent:** Thursday, September 17, 2020 4:17 PM  
**To:** DC Sauter  
**Cc:** Gregory V. Demo  
**Subject:** Re: Acis Settlement

DC

I believe your concerns regarding the release are misplaced as it does not bind entities that HCMLP does not control. Greg can walk you through the language, but I do not believe it requires adjustment nor does it create any liability. To the contrary, it reduces liability.

With regard to the HCMLP employee prohibitions, no employee whether legal or non-legal can work on any matter that is inimical to the interests of HCMLP. I, as CEO, and the Independent Board will make the determination as to whether an action violates the prohibition, and a breach of the prohibition will lead to termination for cause. I believe that most of the employees have been informed of this requirement and are following the directive.

With regard to transactional matters, HCMLP employees will continue to work with you on those issues that do not run afoul of the prohibition above. If there is a particular matter where you are taking a potentially adversarial action vis a vis HCMLP, please let me know what it is. We can then consider whether a customized operating protocol for that issue is needed or whether you will simply be on your own. I will make the determination with the advice of counsel. We do not believe the Texas rules of professional responsibility apply in this situation.

Please let me know what matter you are considering with respect to the immediately preceding paragraph, and we will consider how to best address your concerns.

Best. Jim

Jim Seery  
631-804-2049  
jpseeryjr@gmail.com

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**From:** DC Sauter <DSauter@NexPointadvisors.com>  
**Date:** Thursday, September 17, 2020 at 4:56 PM  
**To:** Jim Seery <jpseeryjr@gmail.com>  
**Cc:** Greg Demo <GDemo@pszjlaw.com>  
**Subject:** RE: Acis Settlement

Jim/Greg, follow up on my email below. I have a few items that have been placed on my plate, and I really need to understand who I can speak with and the extent to which they are permitted to share information with me.

**D.C. SAUTER**

**NEXPOINT**

O: 972.628.4117 | C: 469.877.6440

---

**From:** DC Sauter  
**Sent:** Tuesday, September 15, 2020 8:55 AM  
**To:** 'James Seery' <jpseeryjr@gmail.com>  
**Cc:** Gregory V. Demo <GDemo@pszjlaw.com>  
**Subject:** RE: Acis Settlement

My apologies for copying Isaac. I was under the mistaken impression that he would have assisted in the settlement.

In my view, the requested clarification is beneficial to Strand, HCMLP, and the other "HCMLP Entities." The documents purport to release ACIS from claims on behalf of, among others, any entity that is "managed" by HCMLP and "respective current advisors, trustees, directors, officers, managers, members, partners, current or former employees, beneficiaries, shareholders, agents, participants, subsidiaries, parents, affiliates, successors, designees, and assigns" of any "HCMLP Entity." Those "HCMLP Entities" lack the authority to bind a whole host of parties in that laundry list, which could result in claims against HCMLP, Strand, and the other "HCMLP Entities" by both the "ACIS Released Parties," who will claim they didn't receive the benefit of the bargain, and the parties on whose behalf the "HCMLP Parties" purported to release claims who didn't consent to the release.

Additionally, I'd like to visit with you all regarding the board's position that prohibits certain HCMLP personnel from working on certain matters.

First, I am unclear whether the prohibition applies to only HCMLP legal personnel or whether it applies to all HCMLP employees. Please clarify.

Second, as you may know, virtually all of these matters are falling into my lap, and in most cases I lack any knowledge about them. It would help me tremendously if current HCMLP employees, and particularly the legal personnel, could provide me with transactional background to assist in the transition of the matter. While I understand the board's concern with Judge Jernigan's order, I don't believe that the Texas Disciplinary Rules of Professional Conduct mandate or even permit an attorney licensed in the State of Texas to refuse to cooperate with a former client in the transfer of a matter to a new attorney. Rule 1.15(d) states that "[u]pon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests, such as giving reasonable notice to the client, allowing time for employment of other counsel, surrendering papers and property to which the client is entitled and refunding any advance payments of fee that has not been earned." The comments to that rule provide additional clarity: "In every instance of withdrawal and even if the lawyer has been unfairly discharged by the client, a lawyer must take all reasonable steps to mitigate the consequences to the client." T.D.R.P.C. Rule 1.15, comment 9. Proper steps may include providing information to new counsel or even continuing to represent the client for a limited time to meet impending deadlines. *Microsoft Corp. v. Commonwealth Sci. & Indus. Research Org.*, 2007 U.S. Dist. LEXIS 91550 \*23-24 fn. 11 (E.D. Tex. Dec. 13, 2007). Even if the board insists that the HCMLP legal personnel cannot continue to represent others in non-HCMLP matters or matters adverse to HCMLP (irrespective of any conflict of interest analysis of whether those attorneys may continue to represent HCMLP in those matters), the ethical rules require that the attorneys provide assistance in transferring those matters to me or others.

Finally, I routinely handle, and am routinely asked to handle, legal matters that relate to real estate for entities owned or controlled by HCMLP (Park West, the Arizona assets, the Maple Ave. property, to name a few). I am not an HCMLP employee, and it's my understanding that NexPoint Advisors, L.P. is not compensated for the time I spend on HCMLP matters. I'm not suggesting that this arrangement should change, but it feels from my perspective that the board's position is only working in one direction. In other words, if I understand the board's position correctly, I can work on both NexPoint and HCMLP matters, but the HCMLP legal employees may only work on HCMLP-related matters. It has also put a significant amount of additional work on my plate. I would like to understand two things. First, what is the scope of my authority in these matters, and what is the proper protocol vis-à-vis you, DSI, and the board? I have tried to take the conservative approach in keeping you all informed and asking for consent or approval where I thought it



appropriate. I assume this is how you'd like to continue to handle things, but I would like confirmation of that. Second, I have heard that you all were working to transfer a couple of the legal personnel (perhaps Thedford and Post) to HCMFA so they could assist with the work load (particularly in the areas where I don't have a significant amount of experience). I'd like to know where that stands and when relief can be expected.

I'm available most of today and tomorrow to discuss.

**D.C. SAUTER**

**NEXPOINT**

O: 972.628.4117 | C: 469.877.6440

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**From:** James Seery <[jseeryjr@gmail.com](mailto:jseeryjr@gmail.com)>

**Sent:** Tuesday, September 15, 2020 7:01 AM

**To:** DC Sauter <[DSauter@NexPointadvisors.com](mailto:DSauter@NexPointadvisors.com)>

**Cc:** Gregory V. Demo <[GDemo@pszjlaw.com](mailto:GDemo@pszjlaw.com)>; Isaac Leventon <[ILeventon@HighlandCapital.com](mailto:ILeventon@HighlandCapital.com)>

**Subject:** Re: Acis Settlement

DC. We will discuss and revert to you. Neither Isaac nor anyone else at HCMLP is permitted to work on any issues related to the settlement and release other than as directed by me.

Thanks

Sent from my iPad

On Sep 14, 2020, at 7:08 PM, DC Sauter <[DSauter@nexpointadvisors.com](mailto:DSauter@nexpointadvisors.com)> wrote:

Greg,

I've been asked to review the attached release on behalf of HCMFA and the closed-end funds. I'm concerned that the language below creates an ambiguity as to whether the closed-end funds and HCMFA have released claims against the ACIS parties:

1. The release by Strand, which also serves as the general partner of HCMFA; and
2. The release by each "HCMLP Entity" of its "respective current advisors, trustees, directors, officers, managers, members, partners, current or former employees, beneficiaries, shareholders, agents, participants, subsidiaries, parents, affiliates, successors, designees, and assigns."

We would like the final sentence in paragraph 1.a. of the Release to be revised to specifically identify HCMFA and the closed-end funds as parties not covered by the release. Please let me know if you'd like to discuss in more detail.

**D.C. SAUTER | GENERAL COUNSEL, REAL ESTATE**

<image001.jpg>

300 Crescent Court | Suite 700 | Dallas, Texas 75201  
O: 972.628.4117 | C: 469.877.6440 | F: 972.628.4147  
[dsauter@nexpointadvisors.com](mailto:dsauter@nexpointadvisors.com) | [www.NexPointGroup.com](http://www.NexPointGroup.com)

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PRIVILEGE WARNING: The sender or recipient of this message is a member of the legal department at Highland Capital Management. This message and any attachments hereto may constitute attorney work product or be protected by the attorney-client privilege. Do not disclose this message or any attachments hereto without prior consent of a member of the legal department at Highland Capital Management.

<Acis - Release (EXECUTION VERSION).pdf>




CLERK, U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS

**ENTERED**

THE DATE OF ENTRY IS ON  
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed January 11, 2021

  
United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

HIGHLAND CAPITAL MANAGEMENT, L.P.,<sup>1</sup>

Debtor.

HIGHLAND CAPITAL MANAGEMENT, L.P.,

Plaintiff,

vs.

JAMES D. DONDERO,

Defendant.

§ Chapter 11  
§  
§ Case No. 19-34054-sgj11  
§  
§  
§ Adversary Proceeding No.  
§  
§ No. 20-03190-sgj  
§  
§  
§  
§

**ORDER GRANTING DEBTOR'S MOTION FOR A PRELIMINARY INJUNCTION  
AGAINST JAMES DONDERO**

This matter having come before the Court on *Plaintiff Highland Capital Management,*

<sup>1</sup> The Debtor's last four digits of its taxpayer identification number are (6725). The headquarters and service address for the above-captioned Debtor is 300 Crescent Court, Suite 700, Dallas, TX 75201.

*L.P.’s Emergency Motion for a Temporary Restraining Order and Preliminary Injunction against Mr. James Dondero* [Adv. Pro. **Docket No. 2**] (the “Motion”), filed by Highland Capital Management, L.P., the debtor and debtor-in-possession (the “Debtor”) in the above-captioned chapter 11 case (the “Bankruptcy Case”), and the plaintiff in the above-captioned adversary proceeding (the “Adversary Proceeding”); and this Court having considered (a) the Motion, (b) *Plaintiff Highland Capital Management, L.P.’s Verified Original Complaint for Injunctive Relief* [Adv. Pro. **Docket No. 1**] (the “Complaint”), (c) the arguments and law cited in the *Debtor’s Amended Memorandum of Law in Support of its Motion for a Temporary Restraining Order and Preliminary Injunction against Mr. James Dondero* [Adv. Pro. **Docket No. 3**] (the “Memorandum of Law,” and together with the Motion and Complaint, the “Debtor’s Papers”), (d) *James Dondero’s Response in Opposition to Debtor’s Motion for a Preliminary Injunction* [Adv. Pro. **Docket No. 52**] (the “Opposition”) filed by James Dondero, (e) the testimonial and documentary evidence admitted into evidence during the hearing held on January 8, 2021 (the “Hearing”), including assessing the credibility of Mr. James Dondero, (f) the arguments made during the Hearing, and (g) all prior proceedings relating to the Motion, including the December 10, 2020 hearing on the *Debtor’s Motion for a Temporary Restraining Order and Preliminary Injunction against James Dondero* [Adv. Pro. **Docket No. 6**] (the “TRO Hearing”); and this Court having jurisdiction over this matter pursuant to **28 U.S.C. §§ 157** and **1334**; and this Court having found that this is a core proceeding pursuant to **28 U.S.C. § 157(b)(2)**; and this Court having found that venue of this proceeding and the Motion in this District is proper pursuant to **28 U.S.C. §§ 1408** and **1409**; and this Court having found that injunctive relief is warranted under sections 105(a) and 362(a) of the Bankruptcy Code and that the relief requested in the Motion is in the best interests of the Debtor’s estate, its creditors, and other parties-in-interest;

and this Court having found that the Debtor's notice of the Motion and opportunity for a hearing on the Motion were appropriate and that no other notice need be provided; and this Court having determined that the legal and factual bases set forth in the Debtor's Papers, and the evidence submitted in support thereof, establish good cause for the relief granted herein, and that (1) such relief is necessary to avoid immediate and irreparable harm to the Debtor's estate and reorganization process; (2) the Debtor is likely to succeed on the merits of its underlying claim for injunctive relief; (3) the balance of the equities tip in the Debtor's favor; and (4) such relief serves the public interest; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor and for the reasons set forth in the record on this Motion, it is **HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** as set forth herein.
2. James Dondero is preliminarily enjoined and restrained from (a) communicating (whether orally, in writing, or otherwise), directly or indirectly, with any Board member unless Mr. Dondero's counsel and counsel for the Debtor are included in any such communication; (b) making any express or implied threats of any nature against the Debtor or any of its directors, officers, employees, professionals, or agents, in whatever capacity they are acting; (c) communicating with any of the Debtor's employees, except as it specifically relates to shared services currently provided to affiliates owned or controlled by Mr. Dondero; (d) interfering with or otherwise impeding, directly or indirectly, the Debtor's business, including but not limited to the Debtor's decisions concerning its operations, management, treatment of claims, disposition of assets owned, controlled or managed by the Debtor, and the pursuit of the Plan or any

alternative to the Plan; and (e) otherwise violating section 362(a) of the Bankruptcy Code (collectively, the “Prohibited Conduct”).<sup>2</sup>

3. James Dondero is further preliminarily enjoined and restrained from causing, encouraging, or conspiring with (a) any entity owned or controlled by him, and/or (b) any person or entity acting with him or on his behalf, to, directly or indirectly, engage in any Prohibited Conduct.

4. James Dondero is further preliminarily enjoined and restrained from communicating (in person, telephonically, by e-mail, text message or otherwise) with Scott Ellington and/or Isaac Leventon, unless otherwise ordered by the Court.

5. James Dondero is further preliminarily enjoined and restrained from physically entering, or virtually entering through the Debtor’s computer, email, or information systems, the Debtor’s offices located at Crescent Court in Dallas, Texas, or any other offices or facilities owned or leased by the Debtor, regardless of any agreements, subleases, or otherwise, held by the Debtor’s affiliates or entities owned or controlled by Mr. Dondero, without the prior written permission of Debtor’s counsel made to Mr. Dondero’s counsel. If Mr. Dondero enters the Debtor’s office or other facilities or systems without such permission, such entrance will constitute trespass.

6. James Dondero is ordered to attend all future hearings in this Bankruptcy Case by Webex (or whatever other video platform is utilized by the Court), unless otherwise ordered by the Court.

7. This Order shall remain in effect until the date that any plan of reorganization or liquidation resolving the Debtor’s case becomes effective, unless otherwise ordered by the Court.

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<sup>2</sup> For the avoidance of doubt, this Order does not enjoin or restrain Mr. Dondero from (1) seeking judicial relief upon proper notice or from objecting to any motion filed in this Bankruptcy Case, or (2) communicating with the committee of unsecured creditors (the “UCC”) and its professionals regarding a pot plan.

8. All objections to the Motion are overruled in their entirety.
9. The Court shall retain exclusive jurisdiction with respect to all matters arising from or relating to the implementation, interpretation, and enforcement of this Order.

**### END OF ORDER ###**

**Acknowledgement from HCMLP**

April 15, 2019

Reference is hereby made to certain outstanding amounts loaned from HIGHLAND CAPITAL MANAGEMENT, L.P. ("HCMLP") to HIGHLAND CAPITAL MANAGEMENT FUND ADVISORS, L.P. ("HCMF") for funding of HCMF's ongoing operations, which are payable on demand and remained outstanding on December 31, 2018 and as of the date hereof.

HCMF expects that it may be unable to repay such amounts should they become due, for the period commencing today and continuing through May 31, 2021.

HCMLP hereby agrees to not demand payment on amounts owed by HCMF prior to May 31, 2021.

Highland Capital Management, L.P.

By: Strand Advisors, Inc., its general partner

By: \_\_\_\_\_

**Acknowledged By:**

Highland Capital Management Fund Advisors, L.P.

By: Strand XVI, Inc., its general partner

By: \_\_\_\_\_

**EXHIBIT 4**



## **EXHIBIT 182**



**DATE:** May 28, 2019

**TO:** The Board of Trustees (the “Board”) of Highland Global Allocation Fund (the “Fund”)

**FROM:** Highland Capital Management Fund Advisors, L.P. (“HCMFA” or the “Adviser”)

**RE:** Resolution of the Fund’s Net Asset Value (“NAV”) Error

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This memorandum summarizes the final resolution of the Fund’s NAV error related to its TerreStar Corporation (“TerreStar”) equity holding. In connection with the Fund’s conversion from an open-end fund to a closed-end fund (the “Conversion”) on February 13, 2019, the Office of the Chief Accountant (“OCA”) of the SEC reviewed the Adviser’s fair valuation of TerreStar equity, in particular the application of Financial Accounting Standards Board Accounting Standards Update 2011-4, Topic 820, Fair Value Measurement (“ASC 820”) to two transactions in TerreStar equity that occurred in March 2018 (the “March Transactions”). The OCA provided its feedback during an exit call on February 8, 2019 and subsequently confirmed no comments to the Adviser’s confirmation of understanding letter on February 14, 2019.

The Adviser and Houlihan Lokey, an independent third party expert valuation consultant approved by the Board, initially determined that the March Transactions were “non-orderly” and should be given “zero weighting” for purposes of determining fair value. As reflected in the consultation, the Adviser ultimately determined that both March Transactions should be classified as “orderly.” The fair valuation methodology adopted, as addressed in the consultation, weights inputs and does not reflect last sales transaction pricing exclusively in determining fair value. The “orderly” determination and adoption of the weighted fair valuation methodology resulted in NAV errors in the Fund (the “NAV Error”).

After incorporation of the updated valuation into the Fund’s NAV, the gross NAV Error, excluding interest, the advisory fee rebate, and processing costs, amounted to approximately \$6.1 million of loss to the Fund and approximately \$1.4 million of losses to Shareholders (a total loss of approximately \$7.5 million) over the period between March 18, 2018 and January 19, 2019 (the “NAV Restatement Period”).

The Fund was made whole through a \$5,186,496 payment on February 15, 2019, and a \$2,398,842 payment on May 2, 2019. A detailed breakdown of the NAV Error and the make whole payments is set forth below. Shareholder reprocessing and reimbursement are in progress with the Fund’s prior transfer agent, DST Systems, Inc. (as transfer agent to the open-end fund), and given detailed omnibus account information has not yet been obtained the estimated make whole payments are subject to change. A representative of the Adviser will provide the Board with an update on the process during the May 28, 2019 Board meeting.

NAV Error Breakdown and Make Whole Payments

	Transaction Date(s)	Loss to Fund	Estimated Loss to Shareholders <sup>3</sup>	Totals
Estimated Net Loss	3/14/18 thru 1/7/19	(6,068,851)	(1,373,272)	(7,442,123)
Processing, Fees, Interest	3/14/18 thru 1/7/19	(375,000)	-	(375,000)
Insurance Proceeds	2/15/2019	3,566,248	1,373,272	4,939,520
Insurance deductible paid by Adviser	2/15/2019	246,976	-	246,976
Management fee offset	4/1/2019	47,000	-	47,000
Additional payment from Adviser	5/2/2019	2,339,627 <sup>2</sup>	-	2,339,627
Reimbursement of Processing costs from Adviser	- <sup>1</sup>	244,000	-	244,000
Total		-	-	-

Supplemental Numerical Update

Additional estimated loss to fund and shareholders	1/8/19 thru 1/28/19 <sup>5</sup>	(19,789)
Additional processing, management fees, and interest	Note 4	(39,426)
Additional payment from Adviser	5/2/2019	59,215
<b>Total additional payment from Adviser<sup>6</sup></b>	<b>5/2/2019</b>	<b>2,398,842</b>

**Notes**

1 - Expected to be incurred thru 12/31/19, and will be reimbursed by Adviser as incurred. To date no invoices have been billed or paid, but upon receipt of a future invoice, the Adviser will promptly pay.

2 - Includes \$2,255,628 of previously outstanding balance, and \$84,000 of interest calculated through 1/7/19, which was the "as of date" used for the calculations in the OCA submission.

3 - Represents the estimated losses to shareholder subscribing into the fund during the NAV Restatement Period and estimated losses to be determined after reprocessing individual capital activity that was held in Omnibus accounts.

4 - Proposal from service provider was higher than original estimate, and includes interest thru date of final payment made by Adviser.

5 - This includes the calculations subsequent to 1/7/19 (which was the "as of date" used for the calculations in the OCA submission) "through date" 1/28/19, which the final date in which the revised mark was fully reflected in the NAV.

6 - Includes \$2,339,627 and \$59,215 of Additional payments from Adviser

**EXHIBIT 183**

**INTENTIONALLY  
OMITTED**

## **EXHIBIT 184**

D. Michael Lynn  
 State Bar I.D. No. 12736500  
 John Y. Bonds, III  
 State Bar I.D. No. 02589100  
 Clay M. Taylor  
 State Bar I.D. No. 24033261  
 Bryan C. Assink  
 State Bar I.D. No. 24089009  
 BONDS ELLIS EPPICH SCHAFFER JONES LLP  
 420 Throckmorton Street, Suite 1000  
 Fort Worth, Texas 76102  
 (817) 405-6900 telephone  
 (817) 405-6902 facsimile

ATTORNEYS FOR DEFENDANT JAMES DONDERO

**IN THE UNITED STATES DISTRICT COURT  
 FOR THE NORTHERN DISTRICT OF TEXAS  
 DALLAS DIVISION**

<b>In re:</b>	§	<b>Case No. 19-34054</b>
	§	
<b>HIGHLAND CAPITAL MANAGEMENT, L.P.</b>	§	<b>Chapter 11</b>
	§	
<b>Debtor.</b>	§	

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<b>HIGHLAND CAPITAL MANAGEMENT, L.P.,</b>	§	
	§	
<b>Plaintiff.</b>	§	
	§	
<b>v.</b>	§	<b>Adversary No. 21-03003</b>
	§	
<b>JAMES D. DONDERO,</b>	§	
	§	
<b>Defendant.</b>	§	

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**DEFENDANT JAMES DONDERO’S RULE 26 INITIAL DISCLOSURES**

TO: Plaintiff Highland Capital Management, L.P., by and through its attorneys of record, John Morris, Pachulski Stang Ziehl & Jones LLP, 10100 Santa Monica Blvd., 13<sup>th</sup> Floor, Los Angeles, CA 90067.

Pursuant to Rule 26(a)(1) of the Federal Rules of Civil Procedure, made applicable to this proceeding through Rule 7026 of the Federal Rules of Bankruptcy Procedure, Defendant James

Dondero (“Dondero” or “Defendant”) makes the following initial disclosures to Plaintiff Highland Capital Management, L.P. (“Plaintiff” or “Debtor”).<sup>1</sup>

- 1. The names, and, if known, the addresses, and telephone numbers of individuals likely to have discoverable information, along with the subjects of that information are listed below. Defendant reserves the right to amend and/or supplement these disclosures.**

**ANSWER:**

**James D. Dondero**  
c/o D. Michael Lynn  
Clay M. Taylor  
Bryan C. Assink  
BONDS ELLIS EPPICH SCHAFFER JONES LLP  
420 Throckmorton Street, Suite 1000  
Fort Worth, Texas 76102  
*Attorneys for Defendant*

Dondero may have knowledge regarding the claims, defenses, and factual circumstances at issue in the Debtor’s complaint and this adversary proceeding, including, without limitation, the terms of the promissory notes, the drafting and execution of the notes, the agreement of the Debtor to not collect on the notes upon fulfillment of conditions subsequent, the purpose and intent of the notes, the Debtor’s prior use of forgivable loans, and Dondero’s compensation from the Debtor during his employment.

**Highland Capital Management, L.P. and certain of its current employees**

c/o John Morris  
PACHULSKI STANG ZIEHL & JONES LLP  
10100 Santa Monica Blvd., 13<sup>th</sup> Floor  
Los Angeles, CA 90067  
*Attorneys for Plaintiff*

Debtor and certain of its current employees, including potentially Thomas Surgent, David Klos, and Kristen Hendrix, may have knowledge regarding the claims, defenses, and factual circumstances at issue in the Debtor’s complaint and Dondero’s defenses to the allegations in the complaint, including the circumstances surrounding the execution of the notes and related transfers, the agreement of the Debtor to not collect on the notes upon fulfillment of conditions

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<sup>1</sup> Defendant makes these disclosures subject in all respects to his Motion for Withdrawal of the Reference [Adv. **Dkt. No. 21**] and the Motion to Stay Pending the Motion to Withdraw the Reference of Plaintiff’s Complaint [Adv. **Dkt. No. 22**] filed on April 15, 2021. Defendant does not waive, but instead hereby preserves, his right to a jury trial and all rights and requests for relief asserted in the motions. Defendant does not consent to the Bankruptcy Court determining this proceeding or entering final orders or judgments in this proceeding. Instead, Defendant requests that the reference be withdrawn and that the District Court adjudicate this proceeding.